

**NOTE: This Document is subject to Revisions prior to
recording with the Barnstable County Registry of Deeds**

**CROOKED MEADOW CONDOMINIUM
MASTER DEED**

Crooked Meadow, LLC, a Massachusetts limited liability company, with a principal place of business located at 28 Tam Way, East Falmouth, Massachusetts 02536 (hereinafter referred to as the “Declarant”) being the sole owner of that certain realty consisting of a parcel of land located in the Town of Falmouth, Barnstable County, Massachusetts, as more fully described hereinafter, by duly executing and recording this Master Deed, does hereby submit said land, together with the buildings and improvements now or to be hereafter erected thereon, and all easements, rights and appurtenances belonging thereto, except such rights and interests reserved by and to the Declarant hereunder (hereinafter collectively called the “Property”), to the provisions of Massachusetts General Laws, Chapter 183A, as now and as may be hereinafter amended (hereinafter referred to as “Chapter 183A”), and does hereby state that the Declarant proposes to, and does hereby, create, with respect to the Property, a condominium governed by and subject to the provisions of Chapter 183A; and, to that end, the Declarant does hereby declare and provide as follows:

1. Name of the Condominium. The name of the condominium created shall be **Crooked Meadow Condominium** (hereinafter sometimes referred to as the “Condominium”).
2. Organization of Unit Owners. The Trust through which the Unit Owners will manage and regulate the Condominium is **Crooked Meadow Condominium Trust** established by a Declaration of Trust of even date and recorded herewith (hereinafter sometimes referred to as the “Trust” and the “Declaration”, respectively). Said Declaration establishes a membership organization of which all Unit Owners shall be members and in which such Owners shall have a beneficial interest in proportion to the percentage of Undivided Interest in the Common Areas and Facilities to which they are

entitled hereunder, and includes By-Laws which are set forth in said Declaration pursuant to and in accordance with the provisions of Chapter 183A. The name of the original Declarant appointed Trustee thereof is as follows:

Crooked Meadow, LLC

28 Tam Way

East Falmouth, Massachusetts 02536

3. Description of the Land. The Land portion of the Property comprising the Condominium (the "Land") is that certain parcel of land situated in Falmouth, Barnstable County, Massachusetts, and described on Schedule A attached hereto. The Land is further subject to such rights, easements, restrictions and encumbrances as are of record and in force; and the rights and easements established herein. The Land is additionally subject to such rights, interests and easements as may be hereinafter reserved to the Declarant, which rights, interests and easements shall, in all instances, be exercisable by the Declarant and its successors or assigns, whether so stated or not. The Land is described and shown on the Site Plan recorded herewith (the "Site Plan"). The Land and the Condominium are to be developed in a number of phases, as more fully described hereinafter.

4. Description of the Buildings in Phase 1. The Buildings located on the Land and comprising Phase 1 of the Condominium (the "Phase 1 Buildings") is shown on the Site Plan, which Phase 1 Buildings are further described in Schedule B attached hereto, including the number of stories, number of Units, and principal materials of construction. The location of the Phase 1 Buildings is shown on the Site Plan. The Phase 1 Buildings, and any Buildings or portion thereof later added to the Condominium, are hereinafter collectively referred to as the "Building" or "Buildings."

Descriptions of the Units and Their Boundaries. The Units, their respective boundaries and the appurtenances thereof are as hereinafter delineated.

A. Description of the Units. Phase 1 of the Condominium is comprised of four (4) Units whose location, designation, approximate area, initial percentage interest, number of rooms and immediately accessible common areas are set forth in Schedule C attached hereto and are shown on the Condominium Unit plans filed herewith (the "Condominium Plans") bearing the verified statement of a registered architect, engineer or surveyor certifying that said Condominium Plans depict fully and accurately the layout, location, Unit numbers and dimensions of the Units, as built. Any Unit Owner may at any time, or from time to time, change the use and designation of any room or space within his Unit provided such use and designation is consistent with applicable law and with all other provisions hereof and provided that no change may be made which increase the number of bedrooms and no changes may be made which violates the Comprehensive Permit issued by the Town of Falmouth. The Condominium will, or may, be comprised of a total of 12 Units.

B. Boundaries of the Units. The boundaries of the Units with respect to the floors, ceilings, walls, exterior doors and windows thereof are as follows:

a. Lower Boundary: The plane of the upper surface of the subflooring of the lowest floor including basement, but if the flooring is concrete, the boundary shall be the plane of the upper surface of the concrete;

b. Upper Boundary: The plane of the lower surface of the ceiling joists or strapping of the upper most floor, or if the Unit contains an attic then the plain of the lower surface of the roof joists/trusses or strapping so that the entirety of the attic space is part of the Unit. Notwithstanding that the attic space shall be part of the Unit, the fire wall separating the two units in the attic (as well as the first and second floors and the basement) shall be Common Areas and Facilities as defined herein;

- c. Interior Walls: Between the Units, and between Units and common areas, the inside planes of the wall studs;
- d. Exterior Walls: The inside plane of the interior surface of the basement foundation and the inside plane of the exterior wall studs;
- e. Exterior Doors: The exterior surface of the door, in its entirety, including the frame, jambs, hardware, threshold and flashing, and including the exterior molding or trim, if any; and caulking;
- f. Windows: The exterior surface of the windows and skylights, if any, in their entirety, including the frame, mullions, muntins, sash, stiles, lights, hardware, flashing, exterior molding or trim, if any, and caulking;
- g. Other: The following other items and components, if they serve only one Unit, are deemed part of that Unit: Air conditioner condensers and pads; smoke, carbon monoxide and heat detectors (if any); window screens (if any), intercom wiring and intercom system, wiring and light fixtures; wiring and HVAC vents and duct work within walls and ceilings, and any equipment for submetering, as well as pipes, wires, plumbing (including water and sewer lines) leading from common piping back to a Unit; dryer vents; toilet, bath and shower piping; fireplaces; chimneys and flues, utility meters and/or other conduits for utilities, whether located within or without the boundary of a Unit.

C. Appurtenances to Units. Each of the Units shall have as an appurtenance thereto the exclusive right and easement to, consonant herewith and subject to the Rules and Regulations promulgated pursuant to the By-Laws, use the following (sometimes herein also referred to as the "Exclusive Use Areas" or "Limited Common Areas and Facilities" or "Limited Common Elements"):

- (1) any exterior lights serving the Unit (including one exterior pole light serving the common area outside of the Unit) and each Unit Owner shall be responsible to pay all charges for supplying electricity to same, maintain, repair and replace same including, but

not limited to, light bulbs. With respect to the exterior pole light, each Unit Owner shall maintain same so that the light is operational from sunrise to sunset.

- (2) the stairs, decks, patios and bulkheads leading from the Unit, if any.
- (3) Privacy Areas: All of the areas of the Land as are shown on the Site Plan recorded herewith and labeled Privacy Area or Exclusive Use area.
- (4) The Parking Areas or Driveway Areas for each Unit, as shown on the Site Plan recorded with this Master Deed. Parking shall only be parked on paved areas.

Unless decided otherwise by the Trustees, all of such Limited Common Elements shall be maintained, repaired and replaced, as necessary, by the owner of the Unit to which they are appurtenant, subject to the provisions of the Master Deed, Declaration of Trust and Rules and Regulations herein.

5. Description of the Common Areas and Facilities. The Common Areas and Facilities of the Condominium (sometimes herein also referred to as the "Common Elements") consist of the entire Property exclusive of the Units, all as hereinbefore described and defined (and exclusive of any and all rights, interests and/or easements reserved by the Declarant), and any other property which is herein expressly included in the Common Elements, including, without limitation, the following:
 - A. The Land together with the benefit of, and subject to, all rights, easements, reservations, conditions and restrictions of record as the same may be in force and applicable;
 - B. Installations for central and/or common services such as utilities serving more than one Unit, fire sprinkler system, if any, any common area water supply, if any, and other amenities, if any, including all equipment attendant thereto (but not including equipment contained within and/or serving a single Unit);

C. All common equipment;

E. The yards, lawns, gardens, walkways, passageways, and the improvements thereon and thereof, if any, subject to the exclusive and non-exclusive rights to use thereof and the obligations thereon as provided in this Master Deed and in the By-Laws; and

F. The Limited Common Elements located outside the Unit's boundaries, subject to the exclusive rights to use thereof and obligations thereon as herein and in the By-Laws provided; and The Common Elements (including Exclusive Use Areas) shall be subject to the provisions hereof and of the Declaration of Trust, and to the Rules and Regulations as may be promulgated thereunder with respect to the use and maintenance thereof.

G. Any equipment, such as underground cables, wires and the like, serving more than one Unit shall be Common Area and Facilities, and any such equipment, wherever located on such Common Area and Facilities serving only one Unit shall be a Limited Common Element appurtenant to that Unit.

Notwithstanding the foregoing, the Common Elements shall exclude the exclusive rights, interests and easements reserved by the Declarant in this Master Deed, which rights and easements shall be deemed to be fully transferable and shall run with the land, and are not appurtenant to the ownership of any Units in the Condominium, and which shall survive the sale of all of the Units by the Declarant.

7. Undivided Interest. The Unit Owners in Phase 1 shall have an Undivided Interest in the Common Areas and Facilities in the percentages as specified in Schedule C, for so long as the only Units in the Condominium are the Phase 1 Units. From and after the addition to the Condominium of any subsequent Phase or Sub-Phase containing additional Units (the "Additional Units") pursuant to the provisions of this Master Deed, the Beneficial Interest to which the Phase 1 Units (and Units added by way of previously recorded Phasing Amendments) is entitled shall be reduced accordingly and the Beneficial Interest

to which the Phase 1 Units and all additional Units subsequently included herein shall be determined upon the basis of the approximate relation that the fair value of each Unit bears to the aggregate fair value of all Units.

The percentage figures so determined shall be rounded by the Declarant in its sole discretion, to obtain a 100.00 percent total for all Units. The Beneficial Interest so determined shall be set forth in the Amendment to the Master Deed by which the additional Unit or Units resulting in such change of Beneficial Interest are added to the Condominium. Each Unit Owner and mortgagee, by acceptance of a Unit Deed or mortgage, shall be deemed to have consented to the foregoing changes in percentage interests and to the rights reserved to the Declarant under this Master Deed and in the Declaration of Condominium Trust. Solely for purposes of calculating common and special assessments, said charges may be rounded to the nearest dollar but calculated using said percentage interest.

Each Unit Owner may use the common areas and facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other unit owners, as provided in Section 5(d) of Chapter 183A. In addition to all provisions of Section 5(d) of Chapter 183A, the use of said common areas and facilities shall be subject to the terms and provisions of this Master Deed, the Declaration of Trust, the By-Laws and the Rules and Regulations, including the provisions herein relating to Exclusive Use Areas.

8. Plans. As stated above, simultaneously with the recording hereof there has been recorded a set of floor plans of the Phase 1 Buildings showing the layout, location, Unit number and dimensions of the Units therein, stating the name of the Buildings or that it has no name, and bearing the verified statement of a registered architect or engineer certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units therein as built. Said plans further show the location of certain of the Common Areas and certain of the Common Facilities. Additionally, recorded herewith is the Site Plan showing the approximate location of the Buildings and certain of the Common Elements.

9. Common Easements and Right of Access. Each Unit Owner shall have an easement in common with the Owners of all other Units to use all pipes, wires, ducts, flues, cables, conduits, utility lines, and other Common Elements located in the common areas of the Condominium and serving his or her Unit. The Trustees, and any of them, any manager or managing agent, and any other person authorized by the Trustees or by any manager or the managing agent, shall have a right of access to each Unit at reasonable times and upon reasonable notice, except in emergencies, for the purpose of making inspections or for the purpose of correcting any conditions originating in any Unit or threatening another Unit or Common Element or adversely affecting the Common Expenses, or for any other purpose permitted by this Master Deed or the Declaration of Trust. In case of an emergency, such right of entry shall be immediate, by any appropriate means, whether the Unit Owner is present at the time or not.

10. Encroachments. If any portion of the Common Elements now encroaches upon any Unit, or if any Unit now encroaches upon any other Unit or upon any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) alteration or repair to the Common Elements made by or with the consent of the Trustees, or (b) settling of all or any portion of the Buildings, or (c) repair or restoration of the Buildings or any Unit after damage by fire or other casualty, or (d) condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Buildings stand.

11. Intended Use. The Buildings, the Units and other Common Areas and Facilities are intended to be used solely for residential purposes and accessory uses thereto, the Common Elements being used incidental thereto. The Buildings, the Units and other Common Areas and Facilities may, with the written consent of the Trustees, be used for such other lawful purpose, or purposes, as shall not interfere with, nor conflict with, these intents or the restrictions hereinafter or in the Declaration of Trust contained.

12. Restrictions on Use. Unless otherwise reserved by the Declarant or unless otherwise permitted by written instrument duly executed by the Trustees, the use of the Units, the Buildings and the other Common Areas and Facilities shall, in addition to

those restrictions and requirements contained in the Trust, be restricted as follows, except to the extent that enforcement of same may be held to be prohibited by law:

A. No Unit shall be used for any purpose other than residential housing and uses accessory thereto.

B. Except as to Units owned by Declarant, no Unit may be leased, rented or let unless upon a written agreement between the Unit Owner and proposed Occupant therefore in a form and content acceptable to the Trustees and for a term of not less than twelve (12) months; and provided further that (1) a copy of said agreement is provided to the Trustees prior to the occupancy thereunder, and (2) said agreement contains a clause whereby the occupants agree to be bound by this Master Deed, the Declaration of Trust and the Rules and Regulations promulgated pursuant thereto which the Trustees shall provide to the occupants upon receipt of such reasonable fee as they determine; (3) it shall be deemed during the period of such occupancy that the Unit Owner has irrevocably appointed and constituted the Trustees as the Unit Owner's attorney-in-fact to seek at the Unit Owner's expense the eviction, equitable relief and/or damages of and/or from such occupants upon any breach of said agreement or a violation of this Master Deed, the Declaration of Trust and/or the Rules and Regulations promulgated pursuant thereto provided that the Trustees first give the Unit Owner notice of said violation and reasonable period to affect a cure; (4) the letting is for the entire Unit; (5) no subletting is permitted; and (6) in no event shall it be deemed that a landlord/tenant relationship exists between the Trust and the occupant.

In such event as during the course of occupancy of a tenant of a unit demonstrates a disregard for the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations, the Trustees shall so notify the Unit Owner who shall thereupon be precluded from extending the tenancy of such occupant beyond the original lease term. All residential leases shall contain the following notice, in capital letters, double spaced:

THE APARTMENT UNIT BEING LEASED UNDER THIS LEASE IS LOCATED IN A CONDOMINIUM BUILDING - NOT A RENTAL APARTMENT HOUSE. THE CONDOMINIUM BUILDING IS OCCUPIED BY THE INDIVIDUAL OWNERS OF EACH UNIT (EXCEPT FOR CERTAIN UNITS, SUCH AS THIS ONE, WHICH ARE BEING OCCUPIED BY TENANTS). THE TENANT UNDERSTANDS THAT HIS OR HER NEIGHBORS IN THE BUILDING ARE (EXCEPT AS AFORESAID) THE OWNERS OF THE HOMES WHICH THEY OCCUPY, AND NOT TENANTS LIVING IN A RENTAL APARTMENT HOUSE, THE TENANT, BY SIGNING THIS LEASE ACKNOWLEDGES THAT HE OR SHE HAS BEEN FURNISHED WITH A COPY OF THE MASTER DEED OF THE CONDOMINIUM, THE DECLARATION OF TRUST OF THE CONDOMINIUM TRUST AND THE BYLAWS AND RULES AND REGULATIONS THERETO, AND THAT HE OR SHE HAS READ AND UNDERSTANDS THE SAME, THAT HE OR SHE WILL BE EXPECTED TO COMPLY IN ALL RESPECTS WITH THE SAME, AND THAT IN THE EVENT OF ANY NONCOMPLIANCE, THE TENANT MAY BE EVICTED BY THE TRUSTEES OF THE CONDOMINIUM TRUST (WHO ARE ELECTED BY THE UNIT OWNERS) AND, IN ADDITION, THE TENANT MAY HAVE TO PAY FINES, PENALTIES AND OTHER CHARGES, AND THAT THE PROVISIONS OF THIS CLAUSE TAKE PRECEDENCE OVER ANY OTHER PROVISION OF THIS LEASE.

C. Units may be leased or rented subject to the provisions of the documents as they may be amended from time to time. All leases must be for a minimum of twelve months and shall be subject to the Master Deed, Declaration of Trust and Rules and Regulations. **NOTWITHSTANDING THE FOREGOING OR ANY OTHER PROVISION OF THIS MASTER DEED, THE AFFORDABLE UNITS MAY NOT BE RENTED PURSUANT TO THE PROHIBITION IMPLEMENTED BY THE TOWN OF FALMOUTH ZONING BOARD OF APPEALS AGAINST RENTING OF SAME.**

D. The architectural integrity of the Buildings and the Units shall be preserved and to that end, without the express written consent of the Trustees, no patio, balcony, porch, garden or yard enclosure, awning, screen, antenna (except to the extent such antenna or satellite dish is permitted by the Telecommunications Act of 1996 and the Rules and Orders of the FCC) and permitted by Schedule D and D-1 attached hereto, sign (except for signs used by Declarant or its agents), banner or other device, and no exterior change, addition, structure, projection, decoration or other feature shall be erected, applied to, or placed upon or attached to any Unit, or any part thereof, on the Buildings or upon any other Common Element and without the express written consent of the Trustees, 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 without, in each instance, the prior express consent thereto in writing by the Trustees. Such restrictions shall not, however, be construed to restrict a Unit Owner's right to decorate his Unit, except for the exterior visible surfaces thereof, as he should so determine; provided, however, that to the extent such decoration when viewed from the exterior of any Unit, if such shall be so viewable, detracts, in the reasonable judgment of the Trustees, from the aesthetic or architectural integrity of the Building, the Unit Owner may be required to undertake such reasonable measures as the Trustees may determine to ameliorate such detraction. Further, such restrictions shall not be construed to restrict a Unit Owner's right to move, remove, alter or change any interior, non-structural, wall or partition, nor change the use and/or designation of any room within his/her/their Unit (except no bedroom may be added); provided, however, that such shall not adversely affect the structural integrity of the Buildings nor overload the Buildings systems and provided further, that (1) reasonable advance notice thereof is given to the Trustees; (2) all reasonable and necessary documents and plans are provided in

advance to the satisfaction of the Trustees; (3) all necessary and proper permits and/or approvals are obtained from appropriate governmental authorities; (4) all conditions as may be reasonably imposed by the Trustees are satisfied; and (5) any contractor(s) performing such work shall be licensed and insured, and shall provide the Trustees with evidence of same prior to the commencement of work.

E. Customary household pets may be kept in any Unit pursuant to the restrictions and regulations set forth below and/or contained in the Declaration of Trust, as thereafter amended by the Trustees; provided, however, that:

(1) that no such pets are raised or bred for commercial and/or remunerative purposes,

(2) that such pet(s) are in no greater number per Unit so as to maintain appropriate peaceful enjoyment of the Condominium by all residents thereat,

(3) that such pet(s) are in compliance with all applicable governmental laws, ordinances, rules and regulations,

(4) that said pets do not create a nuisance as the Trustees may in their reasonable discretion determine,

(5) any such pet(s) are duly registered with the Trustees,

(6) pets shall be walked in the designated pet walking area, if any,

(7) residents must clean up after their pet, and

(8) dogs must be on leashes and under the control of the keeper of the pet at all times and no invisible fences shall be permitted. Moreover, the conduct of such pet(s) upon the Common Elements is subject to rules and regulations adopted from time to time by the Trustees.

If said pet is deemed a nuisance by the Trustees, in their sole discretion, the Trustee may require the pet owner to remove the pet upon three (3) day's notice. In addition, such pet shall not interfere with the quiet enjoyment of the condominium by its residents. The Trustees may exclude a pet, including, but not limited to, exclusion based on the general disposition and noise level of the breed. No Akitas, Alaskan Malamutes, American Bull Dog, American Staffordshire

Terrier, Argentine Dogos, Bull Mastiff, Chows, Doberman Pinschers, Fila Brasileiros, German Shepard's, Great Danes, Pit Bulls, Presa Canarios, Rottweiler, Staffordshire Bull Terrier, Siberian Huskies, Tosa Inus, Wolf Hybrid, or any mixes of the above listed breeds are permitted under any circumstances. Further, no snakes, reptiles or rodents are permitted under any circumstances.

F. No Unit shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Trust, the Rules and Regulations promulgated pursuant thereto, or Chapter 183A, and all use shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Units.

G. No Unit shall be maintained at an ambient temperature of less than fifty-five degrees (55°) Fahrenheit during such time or times as is necessary to prevent the freezing of any and all pipes within the Buildings.

H. No nuisance shall be allowed in or upon the Condominium nor shall any use or practice be allowed which interferes with the peaceful possession or proper use of the Condominium by its residents.

I. No legally immoral, improper, offensive, or other unlawful use shall be made of the Condominium, or any part thereof, and all valid laws, ordinances, rules and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereof relating to any Unit shall be eliminated by and at the sole expense of the Owner of said Unit and those relating to the Common Elements shall be eliminated by the Trustees, except as may be otherwise provided for herein.

J. No use of the Common Elements shall be made save for the furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units.

K. No Unit Owner shall place or cause to be placed in or on any of the

Common Elements, other than the Limited Common Elements to which such Unit Owner has exclusive rights, any furniture, packages, or objects of any kind, nor shall any such area be utilized for other than its intended purpose.

No Unit, or other area to which a Unit Owner has exclusive rights, shall be maintained or used in such a manner as to detract from the value of the other Units or the Condominium as a whole.

L. No unregistered vehicles, commercial vehicles, or vehicles with commercial lettering or boats or campers or other type of recreation vehicles shall be kept upon the Common Elements, except for Declarant's or its agents' vehicles.

M. The Condominium Trust, Trustees and Unit Owners shall be subject to all restrictions, requirements, regulations and conditions imposed by the Town of Falmouth, including, but not limited to, those contained in the Comprehensive Permit attached hereto as Schedule E, as the same may be amended from time to time by the Falmouth Zoning Board of Appeals, and the restrictions, requirements, regulations and conditions shall be covenants running with the Land and shall be perpetual.

The foregoing restrictions shall be for the benefit of the Unit Owners and the Trustees, and may be administered on behalf of the Unit Owners by the Trustees. These restrictions shall, insofar as permitted by law, be perpetual, and to that end they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. The failure of any Unit Owner, or person occupying a Unit, to comply with said restrictions will give rise to a cause of action in the Trustees, and/or any aggrieved Unit Owner, for the recovery of damages, or for injunctive relief, or both.

13. Rights Reserved to the Declarant.

13.1 As stated above, the Declarant intends to develop the Condominium in stages herein referred to as "Phases". The Land, together with the Buildings described and shown on the Site Plan as "Phase 1" shall initially comprise the Condominium. Said Phase 1 consists of four (4) dwelling units. The Condominium shall consist of

additional Phases constructed and to be constructed, on the Land and the Property. Until such time as additional Phases are added to the Condominium by the recording of "Phasing Amendments" as described below, any buildings or portions thereof existing on the Land (other than Phase 1) any other portions of the buildings shown on the Site Plan shall constitute an interest in real estate and be exclusively owned by, and shall be the exclusive responsibility of, the Declarant.

13.2 The buildings (and portions of buildings) for Phase 2 and all subsequent Phases ("Future Phases") are to be constructed on the areas described or shown on said Site Plan or on areas to be shown on subsequently recorded site plan(s). When all Phases of the Condominium have been developed, it is anticipated that there will be a total of up to 12 Units in numerous Phases and/or Sub-Phases. The Declarant need not complete construction of or establish any additional Phase as part of this Condominium, however.

13.3 The Declarant expressly reserves the right to either (i) create more or fewer Phases than may be currently contemplated, or create Sub-Phases; and (ii) to add Phases or Sub-Phases to the Condominium in an order other than as set forth herein or as shown on the Site Plan.

13.4 As described above, with respect to any portion of a Buildings not comprising Phase 1 or a later Phase expressly made subject to this Master Deed and part of the Condominium pursuant to a "Phasing Amendment" (as described below), the Declarant reserves for the benefit of itself and its successors and assigns exclusive ownership of such Buildings or portions of Buildings, as well as the right to fully construct, develop and finish same. Thus, the Buildings and portions of Buildings, as well as the other areas located beyond Phase 1, may be exclusively utilized by the Declarant and its successors and assigns for whatever lawful use or purpose may be deemed desirable by Declarant in its sole discretion. Nothing contained in this Master Deed or in future Amendments shall be held to limit or restrict said reserved rights of Declarant for the benefit of itself and its successors and assigns.

13.5 The Declarant, for itself and its successors and assigns, hereby reserves exclusive rights and easements to enter onto the Land and complete construction of any buildings thereon, along with all improvements, utility lines, driveways, wires, pipes, conduits, sewer, walkways, and drainage lines to service the dwelling units constructed on the Land described in Schedule A.

13.6 The Declarant expressly reserves for itself and its successors and assigns, and shall have the right, without the further consent of any unit owner or mortgagee, to amend this Master Deed so as to include in this Condominium the later Phases thereof as set forth above (hereinafter, the "Phasing Amendment(s)"), pursuant to and in accordance with the provisions of this Section 13. Until the happening of one of the events described in Section 13.7 below, the building areas shown on the Site Plan outside of the Phase 1 Area (i.e., the "Later Phase Areas") shall be deemed to be subject to the exclusive use, rights and easements hereby reserved by the Declarant and its successors and assigns in this Master Deed, including the rights of the Declarant to convert said areas to units, limited common areas, and general common areas as described herein and in the Phasing Amendments. With respect to said later Phases or Sub-Phases:

(a) The Declarant shall not amend this Master Deed so as to include such later Phases or Sub-Phases until the construction of the portion(s) of the Buildings containing the Units in such Phase or Sub-Phase has been completed sufficiently for the certification of plans provided for in Section 8(f) of said Chapter 183A. the Declarant may Phase in as few as one (1) Unit as a Phase even if the Building is intended to contain more than one Unit;

(b) The Declarant, in such Phasing Amendment, shall have the right, in its sole discretion, to create additional units, as well as the right to create and designate limited common areas and to create additional common areas amenities. Upon the recording of such amendment of this Master Deed so as to include said later Phases or Sub-Phases, the Units in the Buildings in such Phase or Sub-Phase shall become Units in this Condominium owned by the Declarant and shall thereupon be

subject to common area charges, and the common areas and facilities of this Condominium shall include, except as otherwise provided in said Phasing Amendment, the same elements, features, and facilities of the Buildings and grounds which are described, defined, and referred to as to Phase 1 in this Master Deed as Common Areas and Facilities. After the recording of such amendment of this Master Deed creating said later Phases or Sub-Phases the total number of units in the Condominium shall be the Units in Phase 1 and the Units subsequently created by Amendment(s) to the Master Deed;

(c) Except as otherwise provided herein, if the Declarant has not so amended this Master Deed so as to include any or all of said later Phases or Sub-Phases in the Condominium within twenty (20) years after the date of recording of this Master Deed, then the foregoing reserved rights shall terminate and be of no effect with respect to any such later Phases not yet created and the Land where said phases were not created shall revert to the Declarant or its successors and assigns together with such easements over the condominium land for development, access installation of utility lines and also such other purposes deemed necessary by the Declarant in its sole discretion; and

(d) Nothing herein shall be deemed to obligate the Declarant to create any later Phases or Sub-Phases. Moreover, notwithstanding any contrary or inconsistent provision above, the Declarant, and its successors and assigns, shall have the right, prior to the execution and recording of the Phasing Amendments creating said later Phases or Sub-Phases, to change the number, size, layout and location of Units in any of such later Phases or Sub-Phases.

Any such amendment creating a later Phase or Sub-Phase shall contain with respect to such Phase or Sub-Phase all the particulars required by said Chapter 183A of the General Laws of Massachusetts, as currently existing or as amended. Without limitation of the foregoing, the designation of each Unit in such Phase or Sub-Phase, a statement of its location, approximate area, and the immediate common areas to which it has access and its proportionate interest in the common areas and facilities shall be set

forth, respectively, in the Phasing Amendment. No such amendment to this Master Deed shall be effective until it is recorded with the Registry of Deeds.

Declarant further reserves the right for itself and its successors and assigns, in its sole discretion, to abandon its intention to create any later Phase or Sub-Phase of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds.

13.7 Upon the happening of any of the events described in (a), (b) or (c) below in this Section 13.7, certain portions of the Buildings as described in the Phasing Amendment(s) (subject to matters of record, and not including the units constructed therein) shown as the areas (or parts thereof) beyond Phase 1 on the Site Plan or any revised Site Plan or Phasing Plan hereafter recorded may become part of the general Common Areas (or Limited Common Areas, if so designated by the Declarant): (a) as to an area designated by Declarant as an area relating to a specific Phase or Sub-Phase, when the Declarant records an Amendment to this Master Deed to create such later Phase or Sub-Phase on such area, as described above and in the applicable Phasing Amendment; (b) one hundred twenty (120) days after the time limit to record such Phasing Amendment(s) expires, as set forth in 13.6 above; or (c) as to any specific area(s) designated by Declarant, when the Declarant abandons its rights to develop later Phases or Sub-Phases by recording an instrument(s) to that effect as described in 13.6 above. Until such time as any such areas become part of the general Common Areas as described in this Section 13.7, the Declarant and its successors and assigns will have the exclusive right to use and develop said areas, and to rent, lease, occupy and enjoy any revenues derived from said areas.

13.8 The Declarant reserves the right for itself and its successors and assigns to construct the Units in the proposed additional Phases or Sub-Phases in styles and sizes other than those built in Phase 1, so long as those styles and sizes conform to applicable zoning by-laws and regulations (or permit(s) and approvals relating to the property). The designation of each Unit in said Future Phases, a statement of its location, approximate area, number of rooms, and immediate common areas to which it has

access, and its proportionate interest in the Common Elements shall be set forth, respectively, in the Phasing Amendments. Any such amendment shall contain, with respect to Future Phases, all of the particulars required by said Chapter 183A of the General Laws of Massachusetts. From and after the recording of such amendments, the Condominium shall include the Phases added by such amendments and the Units therein shall be subject to condominium common charges and entitled to vote as provided in the Declaration of Trust. Similarly, the Common Elements of the Condominium shall then include the same elements and parts of Buildings described hereinabove.

13.9 In addition to all other rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create later Phases or Sub-Phases as set forth above, Declarant reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns the right and easement to use, occupy, and alter, for construction purposes, the areas beyond Phase 1, for all purposes necessary or desirable in order to construct the later Phases or Sub-Phases and the Condominium units thereon and the common areas and facilities therefor. The Declarant further reserves for itself and its successors and assigns the exclusive right to grant easements across all of the Property for the installation of utilities and the right to grant easements to others to use the roadways and other areas of the Property for vehicular and pedestrian traffic.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant hereby reserves unto itself and its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until one hundred (120) days after the last of the Condominium Units in the final Phase or Sub-Phase is conveyed of record by the Declarant to purchasers other than purchasers designated as successors or assigns of Declarant's rights under this Master Deed: the right of access, ingress, and egress over and upon the Land and the common areas and facilities of the Condominium, including that deemed by the Declarant to be necessary for marketing purposes and for the work of

construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by Declarant; the right to lay, maintain, repair and replace, construct, and install and connect (or connect with and make use of) all utilities, utility lines, poles, tanks, walls, ducts, conduits, and similar facilities to serve any or all of the buildings and/or dwelling units and the common areas and facilities and all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of power, gas, light, cable television water, air and all sewer and drainage pipes to serve any or all of the buildings and/or dwelling units and the Common Elements and facilities; to pass and repass by foot and vehicle over all driveways, roadways, accessways, parking areas and walkways, whether now existing or to be constructed in the future, for all purposes for which driveways, roadways, accessways, parking areas and walkways are commonly used, including the transportation of construction materials, equipment, and personnel for the purposes of construction; to construct buildings and improvements on the Land and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the exclusive right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities; to store construction materials, equipment, and supplies in those portions of the Common Elements and facilities not subject to rights of exclusive use appurtenant to any Unit; to restrict (for periods of not more than eight (8) hours at any time during any day) the use by Unit owners of common areas and facilities to facilitate construction or for purposes of safety (provided, of course, no Unit Owner shall be denied at least one means of access to his or her Unit during such periods of restriction); to leave debris resulting from construction in the Common Elements and facilities, provided the same do not endanger safety; to reasonably interrupt for brief intervals of time, water, gas, electric, and other utilities and service provided by such utility lines, pipes, tanks, wells, wires, cables, conduits, and septic, sewer and drainage lines in order to facilitate construction or in order to facilitate the installation of appliances or fixtures in the Buildings, Units or Common Elements and facilities under construction without liability for such interruption of service, provided however that the Declarant shall use reasonable efforts

to minimize any such interruption of service; to park vehicles used in connection with the construction work or incident thereto in parking areas that have not been assigned to any specific unit; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Buildings and/or dwelling units and the Common Elements and facilities in connection therewith. Declarant further reserves the right to use any Unit owned by the Declarant for storage or as a model, for display, as an office, for purposes of facilitating sales or leasing of Units, as well as the right to park and use one or more construction and/or marketing trailers or other temporary structures on the Land.

Until such time as the Declarant no longer holds any reserved rights to develop Units hereunder, the Declarant hereby reserves the exclusive right to establish, and thereafter assign for its own benefit, further Limited Common Areas, by Special Amendment to this Master Deed as described below, in or upon any Common Areas of the Condominium not previously assigned for exclusive use and not otherwise necessary for the use and occupancy of other Units. Any right or power of the Trustees to establish and grant such Limited Common Areas pursuant to M.G.L. Chapter 18A, Section 5(b)(2) shall be deemed subordinate to such reserved right of the Declarant.

13.10 The rights and easements reserved by the Declarant in this Section 13 shall be in addition to and not in limitation of, the rights and easements reserved by the Declarant in other sections of this Master Deed.

13.11 The rights and easements reserved by the Declarant for itself and its successors and assigns in this Master Deed shall survive one hundred twenty (120) days after the sale of all of the Units Future Phases or Sub-Phases by the Declarant, and are to be deemed to be fully transferable, running with the land.

13.12 Each Condominium Trustee, as well as each owner and mortgagee of a Unit within the Condominium, by the acceptance and recordation of a deed or mortgage to a Unit, shall thereby have consented to any such Phasing Amendment(s) to the Master Deed (and corresponding modification of percentage interests in the common areas and facilities) and/or the granting or exercise of any right or easement described in this

Master Deed without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint Declarant as his or her attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to grant to exercise any such Phasing Amendment, right or easement described in this Master Deed, or to effect any such right herein reserved, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable and coupled with an interest. Each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall thereby be deemed to have further consented to any governmental permit, approval or zoning relief sought by the declarant in connection with the development and construction of the Condominium and/or such other development and/or construction proposed by Declarant or Declarant's affiliates, successors and/or assigns with respect to the Land, and no such Unit Owner or mortgagee shall object in any way to any such governmental permit, approval or zoning relief sought by the Declarant. At the request of the Declarant, the Condominium Trustees and all Unit Owners shall join in any application for such governmental permit, approval or zoning relief, provided Declarant shall bear any costs therefor.

13.13 The Declarant, by deed or by separate assignment, shall be entitled to assign, sell, grant or mortgage, any and all of its interests, rights and easements owned by it or reserved herein and in the Declaration of Trust and By-Laws, at any time, and from time to time, to any mortgage holder, person, trust, firm, or entity as may be determined by Declarant. Each Condominium Trustee, as well as each owner and mortgagee of a Unit, by acceptance and recordation of a deed or mortgage to a Unit, shall be deemed to have thereby consented to any such assignment, sale, grant or mortgaging of the Declarant's said interests, rights and easements without the necessity of securing any further consent or execution of any further documents by such Trustee, owner or mortgagee, and does hereby appoint the Declarant as attorney-in-fact to execute, acknowledge and deliver any and all instruments necessary or appropriate to

grant or exercise such assignment, sale, grant or mortgaging, which power of attorney is deemed to be running with the land, binding upon heirs, successors and assigns, durable, irrevocable, and coupled with an interest. The Condominium Trustees and Unit Owners, at Declarant's request, shall execute whatever confirmatory instruments which Declarant deems appropriate or necessary in order to perfect, carry out, or effectuate the rights and easements reserved by the Declarant in this Master Deed and in the Condominium Trust.

14. Title to Units. Title to Units may be taken in the name of an individual or in the name of two (2) or more individuals, as tenants in common, joint tenants, or tenants by the entirety, in the name of a fiduciary, limited liability company, corporation, partnership or any other legal entity.

15. Units Subject to Master Deed and Condominium Trust. All present and future Unit Owners, tenants, visitors, servants and occupants of Units shall be subject to, and shall comply with, the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the items of record affecting title to the Property. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items of record affecting title to the Property, are accepted and ratified by such Unit Owner, tenant, visitor, servant or occupant, and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed, conveyance, mortgage or lease thereof. A violation of the provisions of this Master Deed, the Unit Deed, the Declaration of Trust, or the Rules and Regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties and obligations of a Unit Owner.

16. Sale or Lease of Units. A Unit Owner may, subject to the restrictions of this Master Deed, and the Trust, sell, assign, lease (subject to the prohibition against affordable unit owners leasing their units as imposed by the Falmouth Zoning Board of Appeals), or otherwise transfer all of his interest in his Unit(s), together with: (i) the undivided interest in the Common Areas and Facilities appurtenant thereto; (ii) the exclusive right of such Unit Owner to use the Limited Common Elements to which said Unit Owner has an exclusive right of use; (iii) the interest of such Unit Owner in any Units theretofore acquired by the Trustees or their designee, on behalf of all Unit Owners, or the proceeds of the sale or lease thereof, if any; and (iv) the interest of such Unit Owner in any other assets of the Condominium – (i), (ii), (iii) and (iv) above hereinafter collectively called the “Appurtenant Interests” – in the manner set forth below:

A. Subjection to Condominium Documents. Any deed to a purchaser, lease to a lessee, or mortgage to a secured party, shall expressly provide, or in the absence of such be deemed to provide, that the acceptance thereof shall constitute an assumption of the provisions of the Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated thereunder, as the same may be amended from time to time. Any such lease shall be consistent with the restrictions contained in this Master Deed and shall be deemed to provide that the Trustees shall have the power to terminate such lease and/or to bring summary process proceedings to evict the tenant in the name of the landlord (i) in the event of default by the tenant in the performance of such lease, (ii) in the event of the creation, continuance or sufferance of a nuisance in or about the premises, or (iii) in the event of a violation of the provisions of this Master Deed, the Declaration of Trust and/or the Rules and Regulations.

B. No Partition or Severance. No Unit Owner shall execute any deed, lease, mortgage or other instrument conveying or mortgaging title to his Unit without including therein the Appurtenant Interests, it being the intention hereof to prevent any severance of such combined ownership. Any such deed, lease,

mortgage or other instrument purporting to affect one or more of such interests, without including all such interests, shall be deemed and taken to include the interest or interests so omitted, even though the latter shall not be expressly mentioned or described therein. No part of the Appurtenant Interests of any Unit may be sold, leased, transferred or otherwise disposed of, except as part of a sale, lease, transfer or other disposition of the Unit to which such interests are appurtenant, or as part of a sale, lease, transfer or other disposition of such part of the Appurtenant Interests of all Units.

C. 6D Certificates. Upon request of a Unit Owner or his designee, the Trustee(s) shall, within ten (10) days, provide a certificate in conformity with M.G.L. c. 183A, s. 6(d), specifying the amount, if any, of any unpaid Common Charges assessed to the Unit Owner and/or attributable to the Unit. The Trustee(s) may in their discretion impose a reasonable fee for the provision of such statement.

17. Amendment of Master Deed.

(a) Declarant's Consent. Notwithstanding any contrary or inconsistent provision in this Master Deed, for so long as Declarant owns one or more Units in the Condominium or holds rights retained under this Master Deed to add further Phases or Sub-Phases to the Condominium, any amendment to the Master Deed must be signed by the Declarant and/or its successors and/or assigns.

(b) General Amendments. Except as set forth in Section 13 above relating to Phasing Amendments, and except as otherwise provided in (a) or (c) of this Section 17, this Master Deed may otherwise be amended by an instrument in writing consented to by Unit Owners (including the Declarant) entitled in the aggregate to sixty-seven percent (67%) or more of the undivided interests in the common areas and facilities and duly recorded with the Registry of Deeds, provided, however, that:

- (i) The date on which any such instrument is consented to by each such consenting Unit Owner shall be indicated thereon, and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after the date on which the

first such consent was obtained. Any such amendment need not be signed by the consenting Unit Owners, as long as the amendment is signed by a majority of the Trustees, who shall certify in such amendment (1) that the amendment has been consented to by the requisite number of Unit Owners and (2) the respective dates each such consent was obtained. Said consents shall be kept on file with the Board of Trustees for not less than five (5) years from the date the amendment is recorded.

- (ii) Except as provided for elsewhere in this Master Deed, no instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owner of the Unit so altered;
- (iii) Except as provided for in Section 13 hereof or elsewhere in this Master Deed, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by all Unit Owners whose percentage of undivided interest is affected;
- (iv) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of Massachusetts General Laws, Chapter 183A shall be of any force or effect.

(c) Special Amendments. Notwithstanding the foregoing, this Master Deed may also be amended by special amendment as follows: The Declarant, without the consent of any Unit Owner or mortgagee may execute and record a special amendment as long as it owns any Units in the Condominium or the right to add additional Phases or Sub-

Phases thereto, in order to (i) correct any errors and/or omissions in this Master Deed, provided no such correcting amendment shall materially adversely affect the rights of any Unit Owner; (ii) to make this Master Deed comply with the provisions of Massachusetts General Laws Chapter 183A; or (iii) to make the provisions of this Master Deed comply with the guidelines or requirements of the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”), the Town of Falmouth and any governmental insurer or guarantor of Unit mortgages, including private mortgage insurers, the right to execute and record such special amendments shall pass to the Condominium Trustees at such time as the Declarant and/or its successors and/or assigns no longer own or holds either any Units in the Condominium or the right to add any Units in later Phases or Sub-Phases.

18. FNMA/FHLMC Provisions. Notwithstanding anything in the Master Deed, the Declaration of Trust or the Rules and Regulations promulgated pursuant thereto to the contrary, the following provisions shall apply for the protection of the holders of the first mortgages of record (hereinafter “First Mortgagees”) with respect to the Units and shall be enforceable by any First Mortgagee:

A. In the event that the Unit Owners shall amend the Master Deed or the Declaration of Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:

- a. foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
- b. accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- c. sell or transfer a Unit acquired by the First Mortgagee.

B. Any party who takes title to a Unit through foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Declaration of Trust;

C. Except as may be otherwise provided by applicable law (including, but not limited to, M.G.L. Chapter 183A, Section 6), any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid Common Expenses which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

D. Except as provided by statute, and except as provided for in this Master Deed, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, in addition to any requirement of Paragraphs 18 and/or 25 of this Master Deed unless fifty-one (51%) percent of the First Mortgagees (based upon one vote for each Unit), have given their prior written approval, the Unit Owners and the Trustees of the Condominium Trust shall not be entitled to:

- a. by any act or omission, seek to abandon or terminate the Condominium;
or
- b. change the undivided interest or obligations of any individual Unit for the purpose of:
 - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or
 - (ii) determining the pro rata share of ownership of each Unit in the Common Areas and Facilities; or
- c. partition or subdivide any Unit; or
- d. by any act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities of the Condominium, provided that the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
- e. use hazard insurance proceeds on account of losses to either the

Units or the Common Areas and Facilities of the Condominium for other than the repair, replacement or reconstruction thereof.

E. Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

F. Except as provided by applicable law, in no event shall any provision of this Master Deed or the Declaration of Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or for a taking of such Unit and/or the Common Areas and Facilities;

G. A First Mortgagee upon prior written request made to the Trustees, shall be entitled to:

- a. written notification from the Trustees of any default by its borrower who is an owner of a Unit with respect to any obligation of such borrower under this Master Deed or the provisions of the Declaration of Trust which is not cured within sixty (60) days;
- b. inspect the books and records of the Trust at all reasonable times;
- c. receive an annual financial statement of the Trust within one hundred twenty (120) days following the end of any fiscal year of the Trust;
- d. receive timely written notification of all meetings of the Trust and be permitted to designate a representative to attend all such meetings;
- e. receive timely written notification from the Trustees of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;

f. receive timely written notification of any lapse, cancellation or material modification of any insurance policy including fidelity insurance maintained by the Trust; and

g. receive timely notice of any proposed action which requires the consent of a specified percentage of eligible mortgage holders as specified in this Master Deed, the Declaration of Trust, and the Rules and Regulations promulgated pursuant thereto;

H. Any agreement for professional management of the Condominium shall provide for termination by either party without cause and without payment of a termination fee on no more than ninety (90) days' notice;

I. In addition to all other requirements of applicable law, this Master Deed or the Trust, the prior written consent of fifty-one percent (51%) of the First Mortgagees holding mortgages on Units who have requested notification of the consideration of material amendments, and of Unit Owners entitled to at least fifty-one (51%) percent of the Undivided Interest herein shall be required for the following:

a. the abandonment of the Condominium status or the Condominium except for abandonment provided by statute in case of substantial loss to the Units and Common Areas and Facilities;

b. the partition or subdivision of any Unit or of the Common Areas and Facilities;

c. a change in the Undivided Interest of any individual Unit; to add or amend any material provisions of the Master Deed or the Declaration of Trust which establish, provide for, govern or regulate any of the following:

(i) Voting;

(ii) Assessments, assessment liens or subordination of such liens;

(iii) Reserves for maintenance, repair and replacement of the common areas;

- (iv) Insurance or Fidelity insurance;
- (v) Rights to use of the Common Areas and Facilities;
- (vi) Responsibility for maintenance and repair of the several portions of the Property;
- (vii) Expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the property;
- (viii) Boundaries of any Unit;
- (ix) The interests in the Common Areas and Facilities;
- (x) Convertability of Units into Common Areas or of Common Areas into Units;
- (xi) Leasing of Units;

- (xii) Imposition of any right of first refusal or similar restriction on the right of a Unit estate owner to sell, transfer, or otherwise convey his/her/their Unit estate;
- (xiii) Any provisions which are for the express benefit of mortgage holders, eligible mortgage holders or eligible insurers or guarantors of first mortgages on Units;

Any First Mortgagee that does not deliver or post to the Trustees a negative response within sixty (60) days of a written request by the Trustees for approval of any addition or amendment pursuant to this Paragraph shall be deemed to have consented to the addition or change set forth in such request. An affidavit by the Trustees making reference to this Paragraph, when recorded at the Registry of Deeds, shall be conclusive as to the facts therein set forth as to all parties and may be relied upon pursuant to the provisions of Declaration of Trust.

The Declarant intends that the provisions of the Master Deed shall comply to the maximum extent possible with the requirements of the Federal National Mortgage Association (FNMA) and the Federal Home Loan Mortgage Corporation (FHLMC) with respect to Condominium loans, and except as may otherwise specifically be provided in

this Master Deed, all questions with respect thereto shall be resolved consistent with that intention.

19. Conflicting Provisions. If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, or if any provision of this Master Deed conflicts with any other provision thereof or with any provision of the Declaration of Trust, then the following rules of construction shall be used:

A. In the event of a conflict between the Master Deed and said Chapter 183A, as amended, the provisions of Chapter 183A shall control;

B. In the event of a conflict between this Master Deed and the Declaration of Trust, this Master Deed shall control; and

C. In the event of a conflict between any numerical voting requirements for action set forth in Paragraph 17 hereof and any other such requirements for action set forth in any provision of this Master Deed or the Declaration of Trust, the provisions requiring the greater percentage or fraction for action to be taken or avoided shall control.

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

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

22. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof. Terms of gender shall be interchangeable, as shall be terms of reflecting the singular and plural.

23. Chapter 183A. The Units and Common Areas and Facilities, and the Unit Owners and Trustees, shall have the benefit of, and be subject to, the provisions of Chapter

183A, in effect upon the date of execution of this Master Deed and any future amendments thereto. In all respects not specified in this Master Deed or in the Declaration of Trust, they shall be governed by the provisions of Chapter 183A in their relation to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to removal of the Condominium premises or any portion thereof from the provisions of Chapter 183A. All terms and expressions herein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

24. Duration. The Condominium hereby created shall terminate only upon the removal of the same from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter, or any successor to such section.

25. Withdrawal of Portions of Condominium Land. The Declarant and its successors and assigns reserve the right within the period of twenty (20) years from the date this Master Deed is recorded to remove such land, as hereinafter defined, from the Condominium hereby created by a conveyance of any portion of the land to the Declarant and its successors and assigns or to any other party, which conveyance shall convey said land or any portion thereof free of this Master Deed for any purposes for which such land may then or thereafter be legally used and expressly free of any use or restriction for the benefit of the Condominium to which it may have been subject by being included in the description of the premises in Schedule A attached herewith dedicated to condominium use or by reason of the use and occupation of the dedicated premises in connection with the use and occupation of the Units of the Condominium. Each phase which is or will be added to the Condominium, as shown on the site plans, has land phasing lines surrounding said phase. The Declarant and its successors and assigns shall only be allowed to remove such land on which no units have been created. The Declarant and its successors and assigns reserve the right to pass over the Condominium land and to have all other rights necessary to develop the withdrawn land, including the right to have easements for public utilities and the like.

Each Unit Owner and each mortgagee of a Unit in Crooked Meadow Condominium, their successors, heirs and assigns, shall by the acceptance of a deed, mortgage or any other instrument conveying an interest in any Unit, thereby irrevocably appoint the Declarant and its successors and assigns as his or its attorney to execute, acknowledge and deliver any and all instruments necessary or appropriate to convey such land as contemplated by this Section 25 of this Master Deed, recognizing and acknowledging that the power thereby conferred shall be a power coupled with an interest and each such Unit Owner, mortgagee or other party agrees for himself/herself, his successors and assigns to execute, acknowledge and deliver any and all instruments which may be requested at any time to confirm the power of attorney so given or the conveyance of said land as herein contemplated.

Witness the execution hereof under seal this ____ day of _____, 2021.

CROOKED MEADOW LLC

By: _____
John J. Desangro, Manager

COMMONWEALTH OF MASSACHUSETTS

_____ County, ss.

On this ____ day of _____, 2021, before me, the undersigned notary public, personally appeared John J. Desangro, proved to me through satisfactory evidence of identification, being (check whichever applies): driver's license, or other state or federal governmental document bearing a photographic image, oath or affirmation of a credible witness known to me who knows the above signatory, or my own personal knowledge of the identity of the signatory, to be the person whose name is signed above, and acknowledged the foregoing to be signed by him voluntarily for its stated purpose, as Manager of Crooked Meadow LLC.

Notary Public
My Commission Expires: _____
Print Notary Public's Name: _____

CROOKED MEADOW CONDOMINIUM

SCHEDULE A

LEGAL DESCRIPTION

LAND SUBMITTED TO CONDOMINIUM

Those certain parcels of land in Falmouth, Barnstable County, Massachusetts, more particularly described as follows:

The land situated in the Town of Falmouth, Barnstable County, Massachusetts, being shown as Lots 138, 139, 140 and 141 on a plan entitled "Sheet 5 of Subdivision Plan of a Portion of Sandpointe Shores, Section I, Falmouth, Mass., owned by Sandpointe Shores, Inc." dated May 3, 1971, Walter E. Rowley & Associates, West Wareham, Mass., recorded at Barnstable County Registry of Deeds in Plan Book 246 at Page 50; to the immediate sideline of the way(s) on which the same abut(s), there being specifically excepted from the within conveyance the fee in and to any of the roads, streets, avenues, and ways shown on the hereinbefore Plan, notwithstanding the fact the land conveyed hereby in part abuts thereon, it being the specific intention of the Grantor not to convey, and there is not conveyed hereby, the fee in and to said roads, streets, avenues and ways, to the Grantee(s).

The foregoing lots are part of an overall subdivision know as Sandpointe Shores and reference to "said plan" hereinafter made shall include plans of Section I, recorded with the Barnstable County Registry of Deeds in Tube #161 and Section II record with said Barnstable County Registry of Deeds in Plan Book 239 at Page 93.

For Declarant's title see deeds recorded with the Barnstable County Registry of Deeds in Book 32903 at Page 189.

CROOKED MEADOW CONDOMINIUM

SCHEDULE B

<u>Number of Units in Phase 1:</u>	Four (4)
<u>Number of Stories:</u>	One, plus basement (and attic, if any),
<u>Principal Materials of Construction:</u>	Poured concrete foundations, wood-frame construction with vinyl or wood siding; asphalt or fiber glass shingled roof.

CROOKED MEADOW CONDOMINIUM

SCHEDULE D

SATELLITE AND ANTENNA RESTRICTIONS

1. Definitions.

(a) Video Antenna means an antenna or satellite dish designed to receive video programming services intended for reception in the viewing area and/or designed to receive or transmit fixed wireless signals. Examples of video programming services include direct broadcast satellite services, multipoint distribution services, wireless cable and television broadcast signals. Fixed wireless signals means any commercial non-broadcast communications signals transmitted via wireless technology to and/or from a fixed customer location. Examples include wireless signals used to provide telephone service or high speed internet access to a fixed location – The definition does **NOT** include, among other things, amateur (“HAM”) radios, Citizens Band (“CB”) radios and Digital Audio Radio Services (“DARS”), AM/FM radio signals. The mast supporting the Video Antenna, cabling, supports, guy wires, conduits, wiring, fasteners, bolts or other accessories for the Antenna or similar structure are part of the Video Antenna.

(b) Impermissible Antenna means any antenna, satellite dish, or structure used to transmit or receive radio, television, cellular, or other signals other than a Video Antenna permitted in 1(a) above.

2. (a) No resident shall install a Video Antenna on any portion of the common areas and facilities unless the area is a limited common element or exclusive use area appurtenant to the unit where the resident resides.

(b) A Video Antenna which encroaches on the air space of another owner’s unit or limited common areas or onto the general common areas does not comply with this rule.

3. If a Video Antenna is installed in a limited common areas or exclusive use areas appurtenant to the unit where the resident resides, such installation shall be subject to the following:

(a) Video Antennas shall be no larger than necessary for reception of an acceptable quality signal; provided that under no circumstances shall Video Antennas for satellite services be larger than one meter in diameter.

(b) Due to safety concerns relating to wind loads and the risk of falling structures, masts, supports, and other structures more than twelve feet in height must receive the prior written approval of the Board. The owner must submit an application including detailed drawings of the structure and methods of anchorage.

(c) To the extent possible, Video Antennas should be placed in areas designated by the Board that are shielded from view from outside the project or from other units; provided that nothing in this rule shall require a Video Antenna to be placed where it precludes reception of an acceptable quality signal unless no acceptable reception is available in any limited common areas or exclusive use areas. In no event may Antennas be installed on roofs, lawns or other general common areas. The Board may require that connections of wiring must be through the glass of the nearest window or sliding glass door of the unit owner and may not be connected through general common areas.

(d) Video Antennas shall not be placed in areas where they block fire exits, walkways, parking spaces, ingress or egress from an area (including a unit), fire lanes, fire hoses, fire extinguishers, safety equipment, electrical panels, or other areas necessary for the safe operation of the condominium. The purpose of this rule is to permit evacuation of the units and to provide clear access for emergency personnel.

(e) Video Antennas shall not be placed within two feet of electric power lines and in no event shall they be placed within an area where it can be reached by the play in the electric power lines. The purpose of this rule is to prevent injury or damage resulting from contact with the power lines.

(f) If Video Antennas are allowed to be placed outside the Buildings, the Board may require it to be painted to match, or be compatible with, the color of the Buildings if such painting does not cause an unacceptable quality signal. In addition, the Board may require a resident to install and maintain inexpensive screens or plants to shield the Video Antenna from view consistent with the requirements of Federal Communications Commission rules.

(g) Any resident installing, maintaining, or using a Video Antenna shall do so in such a way that does not materially damage the general common elements or the units, void any warranties or impair the watertight integrity of the Buildings.

(h) The residents who own or use a Video Antenna are responsible for all costs associated with their Video Antenna including, but not limited to, costs to: (a) repair, maintain, remove, and replace the Video Antenna; (b) repair damages to the common elements, the unit, other units, and other property caused by the installation, existence, or use of the Video Antenna; (c) pay for medical expenses incurred by persons injured by installation, existence, or use of the Video Antenna; and (d) reimburse residents or the Association for damages caused by the installation, existence, or use of the Video Antenna. To the extent permitted by the FCC Regulations if a contractor is hired to install the antenna, the contractor must provide evidence of insurance of the installer in satisfactory kinds and amounts to the Board prior to the commencement of work, naming the Association and its managing agent as an additional named insured.

(i) Due to safety concerns relating to the falling of structures, all Video Antennas shall be securely attached at their base and shall, if necessary, have guy wires securing the device. Guy wires, fasteners and the like may not be attached to common areas and facilities.

(j) Residents shall not permit their Video Antenna to fall into disrepair or to become a safety hazard.

4. Process and Procedure.

In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Association shall be entitled to fines, reasonable attorneys' fees and costs and expenses. In addition, the Board may seek injunctive relief.

5. Impermissible Antennas as defined in Section 1(b) are prohibited.

6. To the extent permitted by the FCC, in order to allow the Association's engineers and/or other professionals to review the method of installation to attempt to ensure the safety of all residents, at least five (5) days prior to the commencement of any installation, the resident is required to provide a copy of the Notification and Approval Form attached hereto to the Board. If the work is performed by a contractor, the contractor must be licensed and insured.

7. The resident is responsible for the immediate removal of the Video Antenna if it must be removed in order for the Board to repair, paint or maintain the area where it is installed. The Board shall attempt to provide reasonable notice of the need for such removal. If a resident fails to timely remove their Video Antenna, the Board may do so at the resident's expense.

8. If any of these provisions are ruled to be invalid, the remainder of these rules shall remain in full force and effect. In addition, if any of the provisions contained in this resolution are ruled to create unreasonable costs, unreasonable delay or prevention of an acceptable quality signal by a resident or unit owner in violation of the FCC Orders and Rules, then such provisions shall be void but the remainder of these rules shall remain in full force and effect.

9. In the event of a violation of these rules, the Board may bring an action for declaratory relief with the Federal Communications Commission (FCC) or any court having jurisdiction over the matter. The Condominium shall be entitled to fines, reasonable attorneys fees and costs and expenses as provide by applicable law if these rules are violated. In addition, injunctive relief may be obtained.

10. This restriction may be amended from time to time as the Trustees deem necessary.

CROOKED MEADOW CONDOMINIUM

SCHEDULE D-1

NOTIFICATION AND APPROVAL FORM
FOR THE INSTALLATION OF DBS SATELLITE DISH,
MMDS ANTENNA OR TV ANTENNA

NOTE: This form is required to be completed and returned five (5) days prior to the installation of an antenna in order for the Trustees to review the proposed installation method to attempt to ensure the safety of all residents and unit owners.

TO: Crooked Meadow Condominium Trust
28 Tam Way
East Falmouth, MA 02536

FROM: Owner's Name: _____
Mailing Address: _____
Phone (home): _____
Phone (work): _____
Unit Address: _____

Type of proposed satellite dish or antenna (check any that apply)

- DBS satellite dish 1 meter or smaller (e.g., Primestar, Dish network, Direct TV)
- MMDS antenna (wireless cable) 1 meter or smaller (e.g. WANTV)
- Television antenna

Installation will include a mast: no yes

If yes, insert total length or height of mast: _____ feet.
(Note: mast may not exceed 12 feet.)

Installation will be done by: resident licensed contractor

If by a licensed contractor, please fill in the information below:

Name: _____
Address: _____
Tel. No.: _____
Insurance Agent: _____

A copy of the contractor's license and certificate of insurance naming Crooked Meadow Condominium Condominium Trust and its managing agent as an additional named insured is attached hereto and made a part hereof.

Describe on a separate/attached sheet of paper the location of the dish or antenna and attach a diagram or drawing of the location of the antenna.

Will the installation and the location of the dish or antenna comply with the Association's regulations?

yes no

If no, state in detail the reason for noncompliance on a separate sheet of paper.

I acknowledge that I have read, understand and have complied and will comply at all times with the Association's Restrictions with respect to the installation, operation and maintenance of dishes and antennas.

Signature: _____
Date: _____

CROOKED MEADOW CONDOMINIUM

SCHEDULE E

TOWN OF FALMOUTH COMPREHENSIVE PERMIT ATTACHED