

N O T  
A N  
O F F I C I A L  
C O P Y  
A M E N D M E N T T O  
D E C L A R A T I O N O F C O V E N A N T S  
T O E X T E N D  
C O P Y  
S E A B R O O K V I L L A G E A S S O C I A T I O N , I N C  
N O T

70-64-23

**WHEREAS** by Articles of Organization, dated March 1, 1974, filed with, and approved on March 5, 1974, by the Secretary of the Commonwealth of Massachusetts, the Redbrook Corporation caused to be created under Massachusetts law a non-profit corporation known as Seabrook Village Association, Inc (hereinafter "the Association") for purposes of providing for the management, improvement and safekeeping of the common areas of Seabrook Village, for the administration and enforcement of certain land use restrictions and generally for the enhancement of enjoyment of the lot owners in the common areas of the community and in their respective lots.

**WHEREAS** Restatement, Revision and Amendment of document number 185,196, entitled "Declaration of Covenants Restricting and Protecting the Use of Property, Agreements and Easements" (hereinafter, "The Declaration of Covenants") which was duly executed and filed of record in the Barnstable Division of the Land Court Department of the Trial Court of the commonwealth of Massachusetts on April 17, 1974, (Land Court case number 35350) by Redbrook Corporation, a corporation duly organized and then existing under the laws of the Commonwealth as such Declaration was duly amended and revised by amendments and revisions of records thereof, filed with said Land Court Department.

**WHEREAS** Membership in the Association is an automatic right and incident of ownership of any lot which commences with the recording of a deed of conveyance of any lot in Seabrook Village and will terminate only when said lot is conveyed to a new owner.

**WHEREAS** Section H of the said Declaration of Covenants declare that "the rights, privileges, obligations and restrictions, as stated herein, which apply to the tenure, use or enjoyment of any parcel of real property covered by this declaration, or are created by this instrument, shall run with the land and inure to the benefit of and be enforceable by the Association, and by the owner(s) of any lot subject thereto, their legal representatives, heirs, successors and assigns, as respectively appropriate, for a period of thirty (30) years from the date this Declaration was originally recorded, after which time such provisions may be extended for further periods not exceeding twenty (20) years each by agreement duly executed on behalf of the Association by its duly authorized Officers acting pursuant to, and under the authority of its duly elected Directors and recorded not less than thirty (30) days prior to the expiration of the initial period of each twenty (20) year extension period."

**WHEREAS** Section H of the Declaration of Covenants declare the "validity and effectiveness of any such agreements shall be subject to and conditioned upon the prior approval thereof by two-thirds (2/3) of the lot owners of record of the lots in Seabrook

Village who shall be in attendance, whether in person or represented by proxy, or by mail ballot and voting thereon at an annual meeting or special meeting of the members of the Seabrook Village Association, Inc. duly called for this purpose." A L

C O P Y

C O P Y

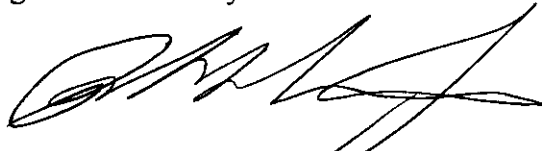
**WHEREAS** The membership in attendance at the 2002 Annual Meeting duly called and gathered voted that the members in attendance at the Annual Meeting to be held September 13, 2003, would receive and certify votes taken by ballot receive from each lot owner of record as of September 13, 2003, the Clerk of the Association shall record this amendment with the Barnstable District of the Land Court and the Barnstable Registry of Deeds.

**WHEREAS** the membership did meet on September 13, 2003, and the Clerk of the Board of Directors of Seabrook Village Association certified that 127 votes were cast in the affirmative approving this amendment, 9 votes were cast in the negative and 20 members did not vote.

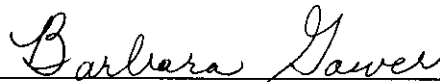
**THEREFORE,** The membership of the Seabrook Village Association, Inc. have duly voted by an amount greater than two-thirds (2/3) of the lot owners of record to amend the Declaration of Covenants so as to extend the existence of Seabrook Village Association, Inc for an additional period of twenty (20) years until the 17<sup>th</sup> day of April, 2024.

**DESCRIPTION OF THE PROPERTY:** The Association consists of certain real estate in Mashpee, Barnstable County, Massachusetts which is set forth and shown on a plan, of land entitled "Seabrook Village" Redbrook Corporation-Petitioner, Plan of Land in South Mashpee, MA. Being a subdivision of Lot 7 as shown on L.C. Plan No 35350A, Scale 1 in. = 60 ft., Dated: May 23, 1973, Charles N. Savory, Inc. Registered Engineers Surveyors, Hyannis, MA," said plan being numbered 35350C (Sheets 1 through 3) and plan 35350D and filed in the Land Court at Boston with Land Court Case Number 35350; Certificate of Title Number 110427; said real estate is also shown on a plan of land filed in Plan Book 277, Pages 54 & 55 in the Barnstable County Registry of Deeds and entitled "Seabrook Village" - Plan of Land in South Mashpee, MA for Redbrook Corporation, Scale 1 in. = 60 ft., Dated: May 14, 1973, Charles N. Savory Inc., Registered Engineers Surveyors, Hyannis, MA".

Signed this 20<sup>th</sup> day of March 2004.



Robert Whritenour, President



Barbara Gower, Treasurer

