

Seabrook
Village
Association

203 Surf Drive

Mashpee, MA. 02649

DECLARATION OF

COVENANTS and By-Laws

September 8, 2018

"REVISED AND REPRINTED ON SEPTEMBER 8, 2018"

Approved by the Board of Directors 06/21/2018

Approved by the Membership 09/08/2018

Pending Recording

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Declaration of the Seabrook Village Association

In the covenants, **Article H, Term**, the language requires the residents of Seabrook Village to vote to extend the operation of the Association for a period of time not to exceed twenty (20) years. At the Annual Meeting held in September, 2004, the residents voted to extend the operation of the Seabrook Village Association for the maximum time period of twenty (20) years.

At the Annual Meeting to be held on the second Saturday of September, 2044, the residents will, once again, need to vote on extending, or disbanding the Seabrook Village Association. Per the covenants, a 2/3 vote of the homeowners, in person or by proxy, is required to extend the operation of the Association.

Restatement, Revision and Amendment of Declaration of Covenants Restricting and Protecting Use of Property; Agreements and Easements

This Reinstatement, Revision and Amendment of Document number 185.196 entitled, "Declaration of Covenants Restricting and Protecting Use of Property; "Agreements and Easements" (hereinafter referred to as the "Declaration") 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 said Commonwealth, as such Declaration was duly amended and revised by amendments and revisions of record thereof, filed with the said Land Court Department.

WITNESSETH THAT:

WHEREAS:

A. The Preamble of the Declaration, as originally executed on April 17, 1974, states as follows:

"To facilitate the Automatic Homes Association plan of ownership herein established, to set forth standards for the ownership and sale of Lots in SEABROOK VILLAGE, as hereinafter set forth , and to preserve and enhance the character of the community and the enjoyment of life therein, REDBROOK CORPORATION, a corporation duly organized under the laws of the Commonwealth of Massachusetts and having an usual place of business in Mashpee, Massachusetts, its successors and assigns (hereinafter referred to as "the Corporation", and all future owners of Lots in Seabrook Village, as hereinafter set forth, by their acquisition of title thereto, Covenant and Agree as follows:" and

B. Articles of Organization, dated March 1, 1974, (a copy of which is filed with the Clerk of the Association and by this reference, made a part hereof) creating SEABROOK VILLAGE ASSOCIATION, INC. (hereinafter referred to as the "Association") as a non-profit organization under Massachusetts law, were filed by the REDBROOK CORPORATION, the sole incorporator, with the Secretary of the Commonwealth of Massachusetts on March 5, 1974 and approved by the said Secretary on that date, and, as stated in its Articles of Organization, the said Association was created for the purposes of (i) providing for the management, improvement and safekeeping of common areas of SEABROOK VILLAGE; and (ii) providing for the administration and enforcement of those certain land use restrictions hereinafter set forth; and (iii) generally enhancing enjoyment by Lot owners in their use of the

common areas of the community and in the use and occupation of their respective Lots and improvements thereon; and (iv) granting to each Lot owner membership in the Association, with the exception of the special membership retained by the Corporation, as an automatic right and incident concomitant with each Lot owner's acquisition of title to a Lot in SEABROOK VILLAGE, such membership to terminate only when such lot is conveyed to a new owner by duly recorded deed of conveyance or by death of such Lot owner; and

C. Paragraphs 1, 2 and 3 of Article F, PROPERTY RIGHTS IN COMMON AREAS, of the Declaration, as originally executed on April 17, 1974, provide as follows:

"1. The common areas of Seabrook Village, are set forth and shown as Lots 165, 166, 167, 168, 169, 172, 173, 174, 184, 185, 190 and adjacent unregistered land as shown on the plans hereinabove referred to."

"2. Every lot owner shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with the title to every lot."

"3. The Corporation may retain the legal title to the common areas until it has completed improvements thereon and until such time as, in the opinion of the Corporation, the Association is able to maintain the common areas as improved. However, the Corporation, its successors and assigns, hereby covenant that title to the common areas shall be conveyed to the Association, free and clear of all encumbrances, not later than Thirty (30) days from the date when the votes of all Lots owned by other than the Corporation shall be equal to the votes of the Corporation. From that date forward, the Corporation shall no longer be responsible for any expense of the Association exceeding its budget;" and

D. Under the said Articles of Organization of the Association, (as originally filed and approved on March 5, 1974), in Article 3 thereof, covering membership in that corporation it is provided that:

Membership in the Corporation shall consist of two classes:

"A. Class A members shall be comprised of all persons or legal entities sharing record ownership of any lot subject to the terms and effect of the instrument referred to in section 2(b) hereinabove. [See Note A below] Regardless of the number of persons sharing said Ownership, there shall be one vote for each lot so owned. Redbrook Corporation and its successors and assigns as Developer are not within the purview of this provision. Membership in Class A is a right appurtenant to the ownership of subject lots and is coterminous with the ownership of said lots. Class A members shall be entitled to one vote for each of said lots."

"B. Class B members shall consist of Redbrook Corporation and its successors or assigns as Developer. Each lot so owned will entitle Redbrook Corporation, its successors or assigns to three votes."

[Note A. The instrument referred to in Article 2.B. of the Articles of Organization of the Association is an instrument executed by the incorporator REDBROOK CORPORATION and recorded in the Barnstable County Registry of Deeds which refers to the Association and provides for the administration and enforcement of restrictive covenants, running with the land, which are applicable to the lots in SEABROOK VILLAGE.]

- E. The contingency referred to in the second sentence of paragraph 3 of Article F of the Declaration (quoted in Paragraph C, above) occurred and was satisfied on the 27th day of February 1987, namely, at about that time, the votes of all Lots owned by other than the Corporation were equal to, or greater than the votes of the Corporation, and on the 27th day of March 1987, the Corporation;
- i. transferred to the Association, by deed of conveyance (recorded in the Registry of Deeds in and for Barnstable County, in Book number 5655, at Pages 347 et seq.), title to the private ways and common areas in Seabrook Village; and,
 - ii. assigned to the Association "all rights, including the Amendment rights specified in Section G, responsibilities authorities, and benefits which incurred to Redbrook Corporation under said Covenant", (i.e. the Declaration), by an instrument entitled, "Assignment of Right to Enforce Declaration of Restrictive Covenants". Copies of said deed and the said assignment are filed with the Clerk of the Association and by this reference, made a part hereof.
- F. Pursuant to Articles of Dissolution, dated the 19th day of May 1997, (a copy of which is filed with Clerk of the Association and by this reference, made a part hereof), which were duly filed with the Secretary of the Commonwealth of Massachusetts, the Corporation was on the 6th day of June 1997, dissolved in the manner required by Massachusetts General Laws, Chapter 156B, Section 100, and its corporate existence and its Class B membership in the Association were thereby terminated, cancelled and of no further force or effect.

NOW THEREFORE, in consideration of the premises and the mutual covenants and undertakings of the Association and of the present and future owners of lots in Seabrook Village, as hereinafter set forth, to facilitate the plan of ownership herein established and to set forth standards for the ownership and any future sales of lots in SEABROOK VILLAGE, and to preserve and enhance the character of the community and the enjoyment of life therein, the Association and the present and future owners of said lots, as the sole successors to all rights, power and authority at any time heretofore held, possessed or exercised by the Corporation, on behalf of themselves and their successors in ownership, exercising the right, power and authority vested in them by their respective titles to such lots, do hereby, as the act of themselves, as members of the Association, in

meeting duly convened and assembled, at which a quorum of members is present in person or by proxy, do hereby adopt, ratify and confirm this Declaration of Covenants Restrictions and Protecting Use of Property; Agreements and Easements as hereby restated, revised and amended, and they do individually as Lot owners, and collectively as members of the Association acting in concert, Covenant and Agree as follows:

A. The Property

1. The Association owns 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: 1inch = 60 ft., Date: May 23, 1973, Charles N. Savery, Inc. Registered Engineers Surveyors, Hyannis, MA," said plan being numbered 35350C (Sheets 1 through 3) and plan 35350D and filed in 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., Date: May 14, 1973, Charles N. Savery, Inc., Registered Engineers, Surveyors, Hyannis, MA". These plans subdivide said real estate into building lots and areas reserved for common use.
2. The property shall henceforth be subject to the agreements, covenants, reservations, easements, charges and restrictions hereinafter set forth, all for the benefit and protection of every owner of any lot in Seabrook Village and to run with and legally encumber each and every lot and common area therein.

B. The Association

1. By Articles of Organization, dated March 1, 1974, filed with, and approved 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. (the Association) for the purposes of providing for the management, improvement and safekeeping of common areas of Seabrook Village, for the administration and enforcement of the land use restrictions hereinafter set forth and generally for the enhancement and enjoyment of the lot owners in the common areas of the community and in their respective lots. Membership in the Association in an automatic right and incidence of ownership of any lot and will commence with the recording of a deed of conveyance of any lot in Seabrook Village and terminate only when said lot is conveyed to a new owner by duly recorded deed of conveyance by the death of the current owner. Further provisions and benefits of lot ownership in the Association are set forth in the bylaws thereof, as amended from time to time and filed in the Barnstable Registry District of Land Court and noted on Certificate of Title No. 57260, also filed and recorded in the Barnstable County Registry of Deeds.

2. The Association, acting through its duly elected officers, may take any action authorized by this Declaration upon the approval of a majority of its Board of Directors, such action to be effective only when reduced to writing and filed with the Clerk of the Association. A statement signed by the Clerk of the Association attesting to compliance with the applicable obligations set forth or referred to herein shall be conclusive evidence against all persons with respect to truth of the facts attested.

C. Assessments

C(1). Maintenance Assessments

1. Each lot shall, from the date of its conveyance to the owner(s) thereof, be subject to:
 - (1) annual assessments or charges; and
 - (2) special assessments for capital improvements, which assessments are to be fixed, established and collected from time-to-time as hereinafter provided.

The annual and special assessments, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, with interest and costs of collection, shall also be the personal obligation of the person who was the owner of the lot at the time when the assessment fell due.

2. The annual assessments levied by the Association shall be used to furnish the following benefits to its lot owners:
 - a. Lighting, maintaining, and repairing the right-of-ways, and mail kiosk area of Seabrook Village.
 - b. Landscaping and beautification of shoulders of the streets, right-of-ways, mail kiosk area, and common areas adjacent thereto.
 - c. Installing and maintaining a series of walkways through common areas, namely through lots 168, 169, 170, 171, 172 and 173 on the plan referred to above as Plan 35350C, together with the unregistered portions of such lots as are adjacent thereto.
 - d. Payment of expenses incident to the enforcement of the land use restrictions created herein and to the administration of the Association, including expenses, if any, incurred in the collection of the annual or special assessments.
 - e. Payment of taxes and assessments, if any, levied by public authorities on any private ways, walkways, common areas or other improvements of the Association.

- f. Construction and maintaining recreational facilities including structures in any of the common areas.
 - g. Payment of expenses contributing, in the opinion of the Board of Directors of the Association, to the welfare, enjoyment or other advantage of Seabrook Village.
 - h. To purchase liability and casualty insurance covering the common areas and as otherwise deemed to be required or appropriate for the protection of the members and/or their fiscal interest.
3. The annual assessment shall be payable within Thirty (30) days after the start of each fiscal year.
 4. The Association may levy in any assessment year a special assessment for that year for the purpose of defraying, in part or whole, the capital expense of any construction, reconstruction, unexpected repair or replacement of any specified improvement on the common areas provided that such assessment shall have the approval of two-thirds (2/3) of the lot owners present in person or by proxy, at a meeting of members of the Association, written notice of which shall have been sent to all lot owners at least Thirty (30) days prior to the meeting.
 5. The Clerk of the Association shall prepare a roster of lots and their owners, with the assessments applicable thereto, which roster shall be kept in the possession of the Association and shall be open to inspection by any owner. Written notice of the assessment thereupon shall be sent to every owner subject thereto not less than two (2) weeks prior to the due date. The Association shall upon demand at any time furnish to an owner liable for said assessment a certificate of paid assessment in writing signed by the Clerk of the Association, which certificate shall be conclusive evidence of the payment of all assessments therein stated to have been paid, in full to date.
 6. If the assessments of the Association are not paid within thirty (30) days of the date when due, then such assessments shall become delinquent. The Treasurer of the Association or its designee will mail statements monthly to any delinquent lot owner(s) and add an interest charge as per the "Assessment/Penalty Fee Guidelines" enacted and approved by the Board, increasing monthly, in increments as so determined in said guidelines. If the assessment plus accrued interest is not paid after Three (3) months, the Board of Directors under the authority granted to it by way of the Covenants and By-laws of the Seabrook Village Association, may take such action as it deems necessary to collect the amount due. This may include, but not be limited to seeking the collection by way of Small Claims Court action and/or placing a lien on the property which would be recorded with the Barnstable County Registry of Deeds. Reasonable attorneys' fees and other collection charges as may be incurred shall be added to the amount due and payable. In addition to the non-exclusive joint and several personal obligations of the owner(s) to pay such assessment, which shall continue for the statutory period, such owner(s) shall be deemed to be in violation of these covenants and, among other

things, not eligible to vote on the business of the Association while the delinquency continues. Any lot owner(s) shall be deemed to be not in good standing if there is documentary evidence of a violation by such lot owner(s) of any of the Association's Covenants and By-laws. The Board of Directors shall reinstate said lot owner(s) to the status of lot owner(s) in good standing when the violation ceases to exist.

7. The lien of the assessments provided for in this section shall be subject and subordinate to the lien of any mortgage or mortgages now or hereafter placed upon any lot; provided, however, that this subordination shall only extend to assessments due prior to a sale or transfer of such lot pursuant to a decree of foreclosure, or by other proceeding in lieu thereof. Such sale or transfer shall not relieve such lot from liability for any assessments due thereafter.
 - a. The "Seller or Agent" will be required to request Form 6D Certification from the Clerk of the Association two (2) weeks prior to the sale and transfer of the deed, to assure all assessments, fees or penalties have been paid in full. A fee of One Hundred Dollars (\$100) shall be paid to the Seabrook Village Association for providing the 6-D Certificate.
8. Lot 157, 158, 231, and 232, on Red Brook Road, shall be assessed an amount equal to Thirty Percent (30%) of annual and special assessments levied by the Association against, and applicable to all other lots and their owners in the Association, but this provision in respect of the above numbered lots shall not apply to "Penalty Assessments".
9. Upon the sale or transfer of any lot it shall be the responsibility of the new lot owner(s) to inform the Association of the name(s) and mailing address(es) of such owner(s). The new owner(s) shall be responsible for any failure to pay, or delays in payment of assessments as per paragraph 6 of this section.

C(2.) Penalty Assessments

1. If, during new home construction, the condition of any lot (or materials, structures or improvements thereon) shall be deemed by the Architectural Compliance Committee (the "ACC") to be in violation of the Covenants, including but not limited to guidelines promulgated thereunder, penalties shall be assessed, as hereinafter provided, in an amount so determined by guidelines enacted by the Board in proportion to the violation per incident, per month, and so long as any such violation shall continue, the applicable penalty(ies) shall continue to be assessed, together with interest on the cumulative principal amount, calculated at the rate of interest per the Board enacted Guidelines, per annum and compounded monthly. The said penalty(ies) shall be assessed and charged, first, against, and paid out of any Performance Deposit received by the Association, pursuant to paragraph 2 of Section E(2) (New Home Construction) hereof, and held by the Association for the account of the owner(s) of such lot, then, to the extent of any deficiency, against the owner(s) of such lot.

2. If any lot or lot owner(s) are deemed by the Architectural Compliance Committee to be in violation of Section E hereof (Construction Restrictions) in respect of all construction on such lot, other than new home construction, there shall be assessed against such lot and such lot owner(s) a penalty in an amount so determined by guidelines enacted by the Board in proportion to the violation, per incident, per month, and so long as any such violation shall continue, the applicable penalty(ies) shall continue to be such assessed, together with interest on the cumulative principal amount, calculated at the rate of interest per the Board enacted Guidelines, per annum and compounded monthly.
3. The Board of Directors shall have all appropriate power and authority to respond to, and investigate complaints in writing, via standard mail or email, addressed to, and received by the Board alleged violations hereof and to pursue the resolution thereof, in accordance with its prescribed procedures, before exercising its right to impose penalties upon the offending lot owner(s). If the Board finds violation(s) of Section D (Land Use Restrictions), a penalty shall be assessed in an amount so determined by guidelines enacted by the Board in proportion to the violation, per incident, per month, and so long as any such violation shall continue, the applicable penalty(ies) shall continue to be assessed, together with interest on the cumulative principal amount, calculated at the rate interest per the Board enacted Guidelines, per annum and compounded monthly.
4. If any lot owner(s) shall fail to pay any penalty assessed against such lot and the owner(s) thereof, a continuing lien and/or attachment shall be levied and placed upon such lot. A continuing violation and failure by the lot owner(s) to correct the same, or a failure by the lot owner(s) to pay penalties assessed, may result in the Association's commencement of legal proceedings in which event reasonable attorney's fees and court costs incurred in connection with such proceedings and the collection of assessments and penalties shall be and become further and additional obligations of the lot owner(s), payable to the Association.
 - a. The Board may assign a Board member or Designee, as representative for the Seabrook Village Association, to attend court or other legal proceedings relative to violations, assessment payment or any other event necessitating court appearances, and be compensated in accordance with the current guidelines. Also, mileage will be compensated according to the level designated by the United States Department of Internal Revenue. All Fees and Assessments will be charged to the lot owner(s) in violation of Covenants and By-laws of the Seabrook Village Association (refer to Fee Guideline for Small Claims Court Charges 2017).
5. Association funds attributable to penalties collected hereunder shall be used and applied to the same purpose and for the same benefits to which and for which annual assessments are to be used and applied pursuant to paragraph 2 of Section C(1), Maintenance Assessments, above.

D. Land Use Restrictions

1. Except for common areas, as set forth in Section F, Property Rights in Common Areas, all lots are to be used for single family residential purposes only. Residential lots shall not be used for commercial purposes or be advertised as such.
 - a. No residential property may be leased, rented, licensed or let (collectively "rented") for a term of less than Four (4) weeks ("minimum rental period"), and no Residential property may be rented more than Three (3) minimal rental periods per calendar year without the prior written approval of the Board.
 - b. All rental properties in Seabrook Village shall be subject to any and all restrictions, licensing, and inspection propagated by the Town of Mashpee and/or the Commonwealth of Massachusetts, and will provide evidence of such, prior to rental use, to the Board of Directors as stated in these restrictions.
2. Overnight parking of motor vehicles on the streets or common areas, including the shoulders of roads, is prohibited. No more than one (1) unregistered vehicle will be allowed on a property as stated by the Town of Mashpee By-Laws Chapter 168-1.
3. The entire area of each lot from the front of any house thereon to the existing pavement must be kept in lawn grasses except for reasonable areas for foundation plantings and around trees and for pathways to the house as approved by the Architectural Compliance Committee.
4. Animals or fowls other than a reasonable number of household pets may not be kept on the premises nor may any such animals or fowls be bred for the purposes of resale. All residents having household pets on their property shall be responsible for compliance with applicable leash laws and other applicable animal control laws established and promulgated by the Town of Mashpee By-laws (Chapter-79, Article 1, Section 79-5.1).
5. Permanent exterior, underground or above ground tanks or other containers for the storage of fuel, flammable materials or hazardous materials shall not be permitted.
6. The following are not permitted on any lot: trailers, tent trailers, landscaping trailers and campers greater than 12 feet in length (excluding the trailer tongue length), and boats greater than 24 feet in length (excluding the trailer tongue length). All boats, trailers, tent trailers, landscaping trailers, and campers shall be placed or kept behind the front line of any residential structure on a lot.
 - a. Travel/tent trailers will not be utilized as housing on any lot.
 - b. Trailers utilized for temporary housing while a home is under repair following fire, storm or other damage making the home inhabitable, will be at the approval of the Architectural

Compliance Committee and the Board of Directors, and require an occupancy permit issued by the Town of Mashpee.

7. Exterior clotheslines, rubbish and waste cans, are permitted, but they must be enclosed or screened from the view of residents of abutting properties and from the street.
 - a. Solar panels (ground installation), windmills, temporary garages/ car ports will not be permitted without the Architectural Compliance Committee and Board of Directors approval.
 - b. Portable/temporary basketball hoops or other sporting equipment will not be allowed for street use due to traffic/safety issues. Portable/temporary basketball hoops and other sporting equipment shall be kept within the boundaries of the residence, and maintained in good condition. At no time will sporting equipment be allowed on Common Areas or Association property (excluding that used for tennis on the Association tennis courts).
8. Trucks, over Three Quarter (3/4) ton, motor homes, construction or like equipment or mobile homes/stationary trailers of any kind shall not be stored or parked on any lot (except while parked in a closed garage), nor parked on any residential street in the subdivision, except while engaged in transporting furniture, furnishings, goods or materials to or from a residence in the subdivision. See Also Section D(6)(a&b).
9. Except as hereinafter provided, commercial signs of any type, including For Rent, For Sale, or builder signs are prohibited. An individual owner may display a small (24" x 24") For Sale by Owner sign on the property. This provision excludes signs identifying Association entrances from Red Brook Road. A builder may display a temporary sign showing name, address and telephone number of the builder, within the lot where said builder is actively performing construction. All sign are subject to the approval of the Architectural Compliance Committee and shall be removed prior to, or at the time a Town of Mashpee Certificate of Occupancy is issued or when work project is completed.
10. Yard sales in excess of two (2) per year per lot are prohibited. (The Board must be notified at least two (2) weeks prior to the Yard Sale.)
11. The Board of Directors shall have the authority to enforce these restrictions and to prevent variations and modifications thereof and any action taken by the Board of Directors in connection with such restrictions shall be conclusive and binding upon all lot owners.
12. If any lot owner(s) shall fail to comply with these restrictions, or any of them, such lot owner(s);
 - (i) shall not be entitled to vote on Association business so long as such failure shall continue;
and

- (ii) shall be subject to the imposition of penalties, assessments and other remedial actions and proceedings, including, but not limited to those hereinabove set forth in Section C, Assessments.

E. Construction Restrictions

E(1). General

1. All exterior construction must be in compliance with Section D, Land Use Restrictions, of these Covenants. All plans for construction or alterations must be submitted in writing, by certified mail, in person or by email to the Architectural Compliance Committee in advance, together with an application to the Architectural Compliance Committee for its approval thereof. The submitted material must contain a scaled site layout with landscaping drawings and building construction or alterations plans (as the case may be) which shall show and include an identification of proposed materials and colors for all exterior surfaces. In addition, all proposed tree removals for new home construction shall be identified on the site plan, for review and approval by the Architectural Compliance Committee prior to any pre-construction site work. All construction must be in compliance with the Architectural Compliance Committee Guidelines in effect as of the time of such submission. These Guidelines/Applications will be made available to the applicant upon request and are available on the Seabrook Village Association Website.
 - a. For the purpose of insuring the orderly development of the lands in Seabrook Village as an area of high standards and salubrious environment, no building, structure or other improvements shall be erected, placed or altered on any lot until the construction plans and specifications therefor and a detailed plan showing the location and position on the building lot of such building, structure or other improvement has been approved by the Architectural Compliance Committee with particular reference to its harmony of external design and colors with existing buildings, structures or other improvements and, as to location with respect to topography and finish grade elevation. More specifically, such approval shall also include type and color of brick, mortar, roof shingles, outside colors, landscaping and any other such items as are herein further delineated in Section D, Land Use Restrictions. (Refer to Architectural Guidelines, and Addendum Number One (1) 08/16/2007, and Number Two (2) 06/17/2016 contained therein.)
 - b. Irrespective of the inclusion in, or absence from any deed, lease or other conveyance of title or a right of occupancy in or to any lot in Seabrook Village, of terms and conditions authorizing and providing for the imposition of the obligations and restrictions set forth in this Declaration, and the duty and requirement to comply therewith, each and every owner and occupant of the lot, by accepting the title thereto, or taking possession and occupancy thereof, covenants and agrees that;

- (i) There shall not be any building, wall, driveway, or other structure or improvement erected, built, placed or installed, in any manner, in or upon such lot unless and until the plans and specifications therefor and plot plan have been approved in writing by the Architectural Compliance Committee, as hereinafter provided, and;
 - (ii) Each such building, wall, driveway or other structure shall be placed on the premises only in accordance with the plans and specifications and plot plan so approved.
 - c. No alteration in the exterior appearance of the buildings, walls, driveways, or other structures on any lot shall be made without approval in writing of the Architectural Compliance Committee.
2. Any pre-construction site work required by the Town of Mashpee in order for a lot owner to obtain a building permit may be carried out provided that, in advance of the commencement of any such work, the Architectural Compliance Committee is notified in writing of the said Town's requirements. All debris and felled trees must be moved out of sight from the road and adjoining property promptly. The abutting road(s) must be cleaned. Any damage to Association property must be repaired and restored to its original condition, to the satisfaction of the Architectural Compliance Committee, within One (1) week following the occurrence of any such damage.
3. The Architectural Compliance Committee shall examine each application and the related plans and specifications, as submitted to it pursuant to the requirements of paragraph 1 of this Section E, for the purpose, among others, of determining that the exterior design and location of the proposed structure shown in such plans is in harmony with the surrounding structures and topography; and is in conformity with the Architectural Compliance Committee guidelines in effect at the time of its plans review.
- a. If the Architectural Compliance Committee approves of such plans and specifications, its approval thereof shall be evidenced by the Committee's written approval on such plans and specifications, and prior to the commencement of any construction, a copy thereof shall be delivered to the owner(s) of the lot upon which the proposed structure or other improvement is to be built, erected or installed, and the Chairperson of the Architectural Compliance Committee (or designee) shall issue to the lot owner(s), by mail, e-mail or both, a Conditional Certificate of Plan Approval. No structure or other improvement of any kind, the plans, elevations, and specifications of which have not received the written approval of the Architectural Compliance Committee, or which do not comply fully with plans, elevations and specifications, as approved by the Architectural Compliance Committee, shall be erected, constructed, placed or maintained upon any lot. No changes or deviations in or from such plans, elevations and specifications, as approved, shall be made without the prior written consent of the Architectural Compliance Committee.

- b. The Architectural Compliance Committee shall not be responsible for any defects in such plans or specifications or in any building or structure erected according to such plans and specifications.
 - c. If plans, elevations and specifications submitted under the provisions of this Section E are neither approved nor disapproved by the Architectural Compliance Committee within thirty (30) days from the date that they are received by the Association, no approval by the Committee, or otherwise shall be required, and this Section E shall be deemed to have been complied with in full.
4. Failure to comply with Restrictions so written in Section E(1), shall be considered in non-compliance with these Restrictions and be subject to penalties and assessments as so stated in Section C(2) Penalty Assessments.

E(2). New Home Construction

1. No building, or structure, except a single-family dwelling and an attached garage for not more than two cars shall be constructed on any lot.
 - a. Owners of lots and their builders shall be responsible for keeping the streets free and clear of all debris (e.g. dirt, mud, stones, gravel and petroleum products) during construction. Any other debris shall be removed from the lot promptly after construction is completed.
2. Whenever any owner(s) of a lot in Seabrook Village elects to commence the construction of a new home on such lot there shall be submitted by such owner(s) to the Clerk of the Association, by hand, or by mail addressed to the Clerk of the Association, a completed Architectural Review Form, signed by the lot owner(s), and an Application Fee in the amount enacted and approved by the Board and referenced in the Architectural Compliance Committee "New Home Construction Guidelines". The Performance Deposit shall be refunded to the lot owner(s) or agent of the lot owner(s), with the Certificate of Completion, together with any interest earned on such Deposit, less;
 - (i) amounts that were deducted therefrom by the Association in complete or partial satisfaction of Penalty Assessments made pursuant to paragraph 1 of Section C(2) hereof; and;
 - (ii) any amounts spent by the Association for maintenance, repairs, or other costs resulting from site or construction activities.
3. The first floor living area for any one-story dwelling shall be at least One Thousand (1000) square feet. Any multilevel dwelling shall have at least Nine Hundred (900) square feet of living area on the first floor. An attached garage is required on every house, but may be omitted, provided that the first floor living area is increased by Three Hundred (300) square feet.

4. Buildings shall be constructed to comply with all state and federal statutes and all municipal bylaws, restrictions and ordinances.
5. The locations of wells and septic systems on each lot are to be approved by the Board of Health of the Town of Mashpee, and documents manifesting the official approval by such Board of Health with respect to the proposed designs, specifications and locations of the well and septic system proposed to be installed on a given lot shall be furnished to the Architectural Compliance Committee prior to the commencement of such installations.
6. All homes constructed shall have a central heating system.
7. The exterior of every dwelling must be completed, including landscaping, within one (1) year from the date of issuance of the Conditional Certificate of Plan Approval unless an extension to a later specified completion date is granted and manifested by a written Notice of Extension Due to Extenuating Hardship from the Board of Directors in response to a written request therefore by the owner(s), addressed to the Architectural Compliance Committee, which shall have supported such request in a written report and recommendation to the Board of Directors.
8. All driveways shall be a minimum of Twenty (20) feet in width and paved with a hard surface such as concrete or asphalt. Under extenuating circumstances, including topography restrictions, the Board of Directors may approve a waiver of this requirement, provided that the driveway is approved by the Architectural Compliance Committee. In the event that the driveway is located in an area which falls under the jurisdiction of the Conservation Commission of the Town of Mashpee, then the lot owner(s) shall request from the said Conservation Commission approval for paving a minimum width of twenty (20) feet driveway extending into the lot from the street of Seabrook Village on which the lot fronts. In the event that the said Conservation Commission denies the lot owner permission to pave the driveway or any part thereof as provided herein, then the matter shall be referred to the Board of Directors for resolution.
 - a. Natural substance such as, but not limited to, crushed stone, "pea" stone, shells or gravel, shall not be permitted as a primary driveway on any lot.
9. Upon completion of construction in accordance with approved plans, the chairman (or designee) of the Architectural Compliance Committee, shall issue to the lot owner(s) a Certificate of Completion, in a form suitable for recording at the Barnstable County Division of the Land Court. Such Certificate shall be conclusive evidence that construction or alteration is in compliance with the provisions of this Section E, Construction Restrictions, and Section D, Land Use Restrictions, and the Guidelines promulgated by the Architectural Compliance Committee.

E(3). All Other Exterior Construction/Alterations

1. Any lot owner(s) planning to undertake any exterior construction other than a new home, or any exterior alteration shall submit to the Architectural Compliance Committee a completed Architectural Review Form together with a complete set of plans, permits, and specifications showing the nature, kind, shape, height, materials, colors and location of the proposed exterior construction, change or alteration.
 - a. Alterations shall include, but not be limited to painting, roofing, solar panels, tree removal, major landscaping changes.
2. Construction, installation, erection or maintenance of non-residential buildings, fences or other structures, including storage sheds and swimming pools, shall not be commenced upon any lot without first obtaining the written approval of the Architectural Compliance Committee, and there shall not be any construction of any exterior addition to, change to, or alteration to any existing buildings commenced until all papers and documents required by this Section E shall have been submitted in writing, and delivered by mail, or E-mail to the Architectural Compliance Committee for its review and any right to proceed with any such proposed construction shall be conditioned upon the receipt by the lot owner(s) of written approval thereof from the Architectural Compliance Committee.

E(4). Right of Appeal

1. Any lot owner(s) shall have the right to appeal to the Board of Directors for relief from any decision made by the Architectural Compliance Committee adverse to an application by owner(s) in respect of a proposed exterior construction or alteration.

F. Property Rights in Common Areas

1. The common areas of Seabrook Village are set forth and shown on the two plans of land referred to and identified in Section A, (The Property), hereof, and they are shown on such plans as lots 165, 166, 167, 168, 169, 172, 173, 174, 184, 185, 190 and adjacent unregistered land as shown on the plans hereinabove referred to.
2. Every lot owner(s) shall have a right and easement of enjoyment in and to the common areas and such easement shall be appurtenant to and shall pass with title to every lot.
 - a. Encroachment of buildings, fences, plantings or any other object within the Town of Mashpee Zoning Regulations applied to the common land bounds, shall not be permitted without the written approval and variances of the Board of Directors and the Architectural Compliance Committee.
 - b. Cutting of trees or other vegetation, disposal of trash, yard wastes, or destruction/vandalism of common land property or structures, will be subject to Town of Mashpee Zoning Regulations and Massachusetts State Law, and /or penalties and

assessments as noted in C(2). Penalty Assessments and Section F (3), b (ii) of these Covenants.

- c. Removal of trees in common areas that present a danger to adjacent homeowner property and/or public safety from extreme weather events and/or from other natural causes, shall be conducted in accordance with specific guidelines issued and published by the Architectural Compliance Committee, Streets and Common Land Committee and Board of Directors.
3. The property rights set forth in paragraph 2 of this section F are subject to the following:
- a. The Association shall have the authority to borrow money for the purpose of improving common areas and, as security for the repayment of debts thus incurred, to grant mortgages on the common area
 - b. The right of the Association, as provided by its Covenants and Bylaws, to suspend the enjoyment rights of any lot owner(s) of a lot;
 - (i) who shall fail to pay any assessment duly levied against the lot owner(s), for the period during which such assessment remains unpaid; or;
 - (ii) who shall be the party responsible for any infraction of the Association's published rules and regulations, such suspension to be for a period to be determined by the Board of Directors.
 - c. The right of the Association to charge non-residents of Seabrook Village responsible admission fees and other fees for the use of the common areas, and to charge the lot owner(s) for certain uses of the common areas, such uses to be specified in guidelines to be issued and published by the Board of Directors.
 - d. The qualified right of the Association to dedicate or transfer all or part of the common area to any public or governmental agency or authority for such purposes and subject to such terms and conditions as may be agreed and approved by the affirmative vote of two-thirds (2/3) of all of the lot owners of record of the Association qualified and eligible to vote, and who shall be present in person or represented and voting by proxy or by mail ballot at a meeting of lot owners duly noticed to all members and duly called for the express purpose of considering and voting upon any such proposed dedication or transfer.
 - e. The right of the Association, by vote of the Board of Directors, to grant easements to individual lot owners into the common areas for underground installation of well, portion of septic system, or for nitrogen loading in accordance with prevailing State and Local regulations. This right shall be exercised or denied for cause at the will of the Board of Directors. If denied, the applicant must wait one (1) year to reapply. Such easements can be granted only if no adjacent lots will be affected and after all possible alternatives,

including zoning bylaw variance requests and appeals to the Town of Mashpee and all other controlling agencies have been exhausted and the lot would otherwise be deemed unbuildable. The installation shall be underground and the topography returned to its natural state within thirty (30) days following the completion of any such installation, and all costs associated therewith shall be borne by the petitioner. Non-compliance with this or any other condition required by the Board of Directors shall be cause for revocation of the right to complete and use such installation, or of the right to use any completed installation, as the case may be. Conditional Plan Approval Certificates and Completion Certificates will be issued by the Clerk.

G. Amendments

1. The Association shall have the right to amend, revise or restate all or any part of this Declaration at any time during the term thereof. The adoption and effectiveness of any such amendment, revision, or restatement of this Declaration shall be conditioned upon and require its approval by a two-thirds vote in the affirmative, whether cast in person or by proxy, by lot owners present in person, or by proxy, qualified and eligible to vote and constituting a quorum, at an Annual Meeting or Special Meeting called for the purpose and written notice of which shall have been sent to all lot owner(s) at least thirty (30) days prior to the date of the meeting. Any such amendment, revision or restatement duly adopted as hereinabove provided shall be filed in the Barnstable Registry District. The Association shall have the right to file a supplemental plan enlarging the area subject to terms and provisions of this Declaration and amendments, revisions and restatements thereof; provided that such supplemental plan purporting to enlarge the area is voted on by all lot owners of Seabrook Village Association, Inc. at its Annual Meeting or Special Meeting called for such purpose, and a majority of said lot owners vote in the affirmative for said supplemental plan. Each of any additional building lots established pursuant to a supplemental plan enlarging the area subject to the terms and provisions hereof, as amended, revised, or restated, at any time and from time to time during the term hereof, shall have the same rights of enjoyment and easements as are enjoyed and possessed by the owners of the present lots constituting, collectively, Seabrook Village. If the new area contains common areas, such common areas shall be subject to the same rights of enjoyment and easements as the present common areas are subject to. Finally, nothing herein shall be deemed or interpreted to reserve to the Association the right to amend in any way the restrictions created by this instrument insofar as they affect lots individually owned at the time of any such amendment of this Declaration, or the covenants applicable to such lots which, by the deeds of original conveyance in respect of such lots, run with the land.

H. Term

1. 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 agreements 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 or of each twenty (20) year extension period. 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 Seabrook Village duly called for this purpose. Written notice of any such meeting shall be sent to all lot owners well in advance of the date of the meeting, but not less than thirty (30) days prior to the date of the meeting. Notwithstanding any provisions hereof which may be construed or interpreted to the contrary, all easements applicable to real property within Seabrook Village shall continue in perpetuity.

I. Severability

1. If any provision contained herein should be held invalid by any court, of competent jurisdiction, such invalidity shall not, in any way or manner, affect the continued validity of any other provisions, and they shall continue and remain in full force and effect.

J. Conflicts

1. If there shall be any conflict between the provisions hereof and the provisions of the duly adopted By-laws of the Association, or between the provisions of any amendments, revisions or restatements of this Declaration and any duly adopted amendments, revisions or restatements of such By-laws, or any conflict in the interpretation, construction or application of any such provisions, the provisions of this Declaration shall control and govern in all matters and respects.

K. Governing Law

1. This Declaration shall be construed, interpreted and applied in accord with the laws of the Commonwealth of Massachusetts.
2. This document is a collation of the original Declaration of Covenants and all Amendments which are officially recorded in the Barnstable Division of the Land Court and which are listed in the Preamble to this Declaration, which Preamble is hereby made part hereof with equal binding effect with all other provisions hereof, from the date of execution and adoption of this document as

the Declaration of Covenants Restricting and Protecting Use of Property; Agreements and Easements.

AMENDMENT TO DECLARATION OF
COVENANTS
SEABROOK VILLAGE ASSOCIATION, INC

WHEREAS;

In furtherance of such purposes, an instrument entitled "Declaration of Covenants Restricting and Protecting Use of Property; Agreements and Easements" was registered with the Barnstable County Registry District of the Land Court as Document No. 185,186 with respect to the Seabrook Village subdivision, which instrument was amended and restated by instrument entitled "Restatement Revision and Amendment of Declaration of Covenants Restricting and Protecting Use of Property and Agreement" that included the restated Bylaws of the Seabrook Village Association, Inc. (the "Bylaws") and was registered with such Registry as Document No. 1054186 (the "Declaration of Covenants"); WHEREAS the Declaration of Covenants and the Bylaws provide that the Association shall have the right to extend, amend, revise or restate all or any part of the Declaration of Covenants or the Bylaws, as applicable, 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 Association duly called for such purpose;

WHEREAS;

The membership of the Association did meet on September 8, 2018, and the requisite number of votes were cast in the affirmative approving the amendment and restatement to the Declaration of Covenants and Bylaws both dated September 28, 2018 and attached hereto; THEREFORE, the membership of the Association has duly voted as required to amend and restate the Declaration of Covenants and the Bylaws of the Association as attached hereto.

DESCRIPTION OF PROPERTY: The Association consists of certain real estate in Mashpee, Barnstable County, Massachusetts, which is set forth and shown on Land Court Plan 35350C (Sheets 1 through 3) and Land Court Plan 35350D, and Barnstable County Registry of Deeds Plan Book 277 Pages 54 and 55.

Executed as of this 28th day of September, 2018

Seabrook Village Association, Inc.

Matthew F. Hagen
By its President Matthew Hagen

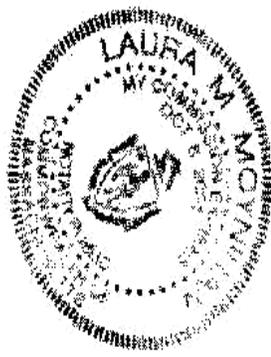
Deborah A. Kirkland
By its Treasurer Deborah A. Kirkland

Commonwealth of Massachusetts

Barnstable ss.

On this 28th day of February, 2020, before me, the undersigned notary public, personally appeared Deborah A. Kirkland, Treasurer of Seabrook Village Association, Inc, proved to me through satisfactory evidence of identification, which was MA Driver's License to be the person whose name is signed on the attached document, and acknowledged to me that he signed it voluntarily as President of Seabrook Village Association, Inc for its stated purpose.

Laura M. Moynihan
Notary Public: **Laura M. Moynihan**
Commission Expires: 10/8/21



By-laws of Seabrook Village Association, Inc.

Articles Included Herein:

- Article I Name**
- Article II Purpose**
- Article III Powers**
- Article VI Principle Office and Fiscal Year**
- Article V Members of the Association**
- Article VI Directors and Officers**
- Article VII Committees**
- Article VIII Operational Procedures**
- Article IX Fiscal Management**
- Article X Indemnification**
- Article XI Amendments or Revisions**

Revised and approved September 2018

By-Laws of Seabrook Village Association, Inc.

These *By-laws of Seabrook Village Association, Inc.* replace *The Revised By-laws of Seabrook Village Association* filed at the **Barnstable County Registry of Deeds in Book 21705, Pages 187 to 202, #3598, 01/17/2007.**

Article I. Name

The name of this corporation shall be Seabrook Village Association, Inc. Throughout these By-laws, Seabrook Village Association, Inc. shall be referred to as "the Association."

Article II. Purpose

The purposes for which the Association is formed are as follows: An association known as Seabrook Village Association, Inc. has been created to manage its property and facilities and serve the mutual interests of the members of the Association with respect to lands held by the Association and its members in Mashpee, Massachusetts; being all the certain lots shown on a plan entitled, "Seabrook Village" Plan of Land in South Mashpee, Massachusetts and Redbrook Corporation, Scale 1" = 60 feet Date May 14, 1973 Charles N. Savery, Inc., Registered Engineers and Surveyors, Hyannis, MA consisting of Registered and unregistered land defined in Paragraph C of Declaration of Covenants Restricting and Protecting Use of Property; Agreements and Easements registered at Barnstable Division of the Massachusetts Land Court & Document No. 185,196 as amended. The documents creating the Association provide for the ownership, operation, management, maintenance and use of the units within the property together with certain other improvements. This Association has been organized for the purpose of providing a convenient means of administering the performance by its members of their duties and responsibilities with respect to the property and facilities of the Association and to preserve and protect the rights and interests of the members.

Article III. Powers

The powers of the Association shall include and be governed by the following provisions:

1. The Association shall have all of the common law and statutory powers of a corporation which are not in conflict with the terms of these Articles in addition to the powers conferred upon it by Chapter 180 of the General Laws of the Commonwealth of Massachusetts.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including, but not limited to, the following:
 - a. Make and collect assessments against members to meet the costs of the Association.
 - b. Use the proceeds of the assessments in the exercise of its powers and duties.
 - c. To maintain, repair, replace, operate and enhance the Association property.
 - d. To maintain adequate insurance coverage to insure the Association against damage, loss or injury.
 - e. To reconstruct improvements after casualty and the further improving of Association property.
 - f. To make and amend regulations respecting the use of the Association property.
 - g. To enforce by legal means the provisions of:
 - (i) the Association's Articles of Organization, and any amendments thereof, and
 - (ii) the By-laws of the Association, and any amendments thereto, and
 - (iii) the Covenants Restricting and Protecting Use of Property; Agreements and Easements and any amendments thereto being Document No.185,196 and amendments thereto at the Barnstable County Land Registration Section, (hereinafter referred to as "Covenants") and pertaining to, among other things, the use of the Association property.
3. All funds and the titles of all properties acquired by the Association shall be held only for the benefit of the members in accordance with the provisions of the Association documents.
4. The powers of the Association shall be subject to and shall be exercised in accordance with the Covenants.

Article IV. Principal Office and Fiscal Year

1. The Fiscal Year of the Association shall be September 1 to August 31.

2. The corporate seal of the Association shall bear the name of the Association, the year of and the State of its incorporation.

Article V. Members of the Association

1. All owners of property in Seabrook Village and their spouses/domestic partners to whom they are legally married shall be members of the Association. As used herein the term "lot owners" shall mean all persons including corporations, partnerships, trusts, trustees and other legal entities holding legal title in fee and of record in and to any real property and improvements thereon, located within Seabrook Village subject to terms and conditions of the Covenants. In all matters involving the casting of votes by lot owners, all voting rights shall be limited to one vote per lot irrespective of the number of individual owners sharing title to a lot. Single building lots consisting of Registered and Unregistered land shall be treated as one lot.
2. Membership in the Association shall be established by recording in the Barnstable County Registry of Deeds or Barnstable County Land Court Section, a deed or other instrument establishing a record title in fee to a lot in Seabrook Village.
3. The Annual Meeting of the members shall be held at a place (to be designated by the Board of Directors) on the second Saturday of September of each year for the purpose of electing Directors and transacting such other business as may be properly presented at the meeting. If the second Saturday of September in any given year shall fall on a religious holiday, the Board of Directors shall have the authority to change the date of the Annual Meeting for that given year upon giving the members written notice thereof at least thirty (30) days in advance of the said second Saturday in September and not more than sixty (60) days in advance of the changed meeting date. If the second Saturday of September is met with a hurricane or other natural disaster, the Annual Meeting will be postponed and rescheduled for the third Saturday of September.
4. Special Meetings of the members may be called by the President or by the Directors and shall be called by the Clerk or in the case of the death, absence, incapacity or refusal of the Clerk, by any other officer of the Association, upon the written application of three (3) or more members entitled to vote at such Special Meeting. In case none of the officers is able and willing to call a Special Meeting, the Supreme Judicial Court or Superior Court of the Commonwealth, upon application of three or more members entitled to vote at such Special Meeting, shall have jurisdiction in equity to authorize one or more of such members to call a Special Meeting by giving such notice as required by law. [Sec. 6A, Ch. 180, MGL]

5. Notice of all membership meetings stating the time and place and the object for which the meeting is called shall be given by the President, the Clerk, or the member(s) calling the meeting. Such notice shall be in writing to each member at his or her address as it appears on the books of the Association and shall be mailed not less than thirty (30) 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.
6. A quorum at membership meetings shall consist of twenty-five (25) eligible voters, whether in person or by proxy. A member shall be eligible to vote and be included in the determination of the presence of a quorum only if he or she is in good standing as defined in the Covenants.
7. The vote of a lot 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 and filed with the Clerk of the association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum or not for any other purpose.
8. If any meeting of the members cannot be organized because a quorum is not present, the members who are present may adjourn the meeting from time-to-time until a quorum is present.
9. The order of business at Annual Meetings, and as applicable at all other meetings of members shall be:
 - a. Determining the presence of a quorum.
 - b. Certification of Notice of Meeting
 - c. Reading and dealing with any matters raised in any unapproved minutes of prior meetings.
 - d. Reports of Officers.
 - e. Reports of Committees.
 - f. Unfinished business.
 - g. Appointment of tellers for the election of Directors.
 - h. Election of Directors.
 - i. New business. (If properly added to the agenda.)
 - j. Adjournment. To be followed by open discussion, as desired by members.

Article VI. Directors and Officers

A. Directors

1. The affairs of the Association will be managed by an elected Board of Directors consisting of not less than five (5) nor more than nine (9) members. Each member of the Board of Directors shall be a voting member of the Association in good standing. All Directors and Officers shall serve without compensation, but with the right to be reimbursed for actual authorized expenses and expenditures properly incurred by them while acting in the performance of their assigned duties on behalf of the Association and its members.
2. Directors shall be elected at each Annual Meeting by a plurality of the votes cast by the members of the Association, in good standing and in attendance and entitled to vote at the meeting.
3. The term of each Director's service shall be for one year and no Director shall hold the office of Director for more than three consecutive years, but may be re-elected to the Board after an interval of one year.
 - a. A Board member may remain as a member of a standing committee after his/her term has expired. The position on a standing committee does not carry Board Membership, nor voting power or authoritative rights.
4. If a Director leaves the Board before his or her term expires, the remaining Board members shall appoint an eligible member of the Association to fill the vacancy thus created and such member shall complete the term to which the departing Director had been elected.
5. The organization meeting of each newly-elected complete Board of Directors shall be held within fourteen (14) days of its election at the Annual Meeting.
6. Regular monthly meetings of the Board of Directors shall be held at such time and place as shall be determined, from time-to-time, by a majority of the Directors. Notice, in writing, of regular meetings shall be given to each Director by the Clerk.
7. 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 members of the Board. Not less than three days' notice, in writing, of the meeting shall be given to each Director.

8. A quorum at Directors meetings shall consist of a majority of the Directors entitled to vote. Matters approved by the affirmative votes of a majority of the Directors present and entitled to vote at a meeting, at which a quorum is present, shall constitute the acts of the Board of Directors.
9. Any Director who shall fail to attend three consecutive monthly meetings, all of which shall have been duly called and noticed, shall be removed from the Board and cease to be a Director; unless:
 - (i) he or she presents to the Board, on or before the date of the third such meeting, a written submission setting forth a reasonable excuse or reason, acceptable to a majority of the other members of the Board, for his or her absence from such meetings; or
 - (ii) in the light of extenuating circumstances which shall have prevented him or her from presenting such written submission, a majority of the Board shall vote to waive the Board's right and authority to remove such Director.

A Director removed from the Board shall not be eligible for re-election or appointment to the Board for a period of one (1) year. The remaining Board members shall appoint an eligible member of the Association to fill the vacancy on the Board created by the removal of a Director, as herein provided, and the newly appointed Director shall complete the term to which the removed Director had been elected.

10. The presiding officer of the Board of Director's meetings shall be the President. In the absence of the President, the Vice President shall preside. In the absence of both, the Clerk shall preside. If none of the three are present, the meeting shall be postponed.
11. The Association and its affairs shall be managed by the Directors and they shall have all the rights, power and authority, when acting as a Board, conferred upon them under applicable law, the Articles of Organization, these By-laws and the Covenants. In their exercise of such rights, powers and authority the Directors shall act in accordance with applicable law, the provisions of the Articles of Organization, these By-laws, the Covenants and any other applicable corporate documents. Their powers, duties, responsibilities and authority shall include, but not be limited to those set forth in Article III, Section 2 hereof as well as the following:
 - a. The authorizing and contracting for emergency works of repair, replacement and maintenance of the property and facilities of the Association.

- b. The payment of taxes and assessments, including those which are the subject of existing or potential liens against any part of the Association's property and facilities.
- c. The maintenance of adequate insurance for the protection of the Association, its property and facilities against and from any damage, loss or injury including, but not limited to, damage, loss or injury arising out of third party claims against the Association.
- d. The payment of the costs of all power, water, and other utility services furnished and provided to the Association's property and facilities and properly charged to the Association.
- e. The payment of expenses required for the normal day-to-day operation of Standing Committees and/or Special Committees.
- f. The employment of personnel, other than Officers and Directors of the Association, for reasonable compensation, to perform the services required for proper maintenance and achievement of the purpose, duties, responsibilities and business of the Association.
- g. The preparation and submission to the Annual Meetings and any Special Meetings, as appropriate, of itemized budgets for each fiscal year or other accounting period for approval by the members of the Association.
- h. The Board shall have the authority to establish and/or revise written guidelines and to approve proposed written guidelines submitted by committees appointed by the Board to carry the duties and responsibilities in the management of the Association set forth in the Declaration of Covenants and the By-laws of the Association. All approved guidelines shall be filed with the Association and be made available, upon request, to the members of the Association.
- i. Any member of the Association who is in dispute with the guidelines, in whole or in part, shall have the right to appeal, by a submission in writing to the Board of Directors at a meeting of the Board. If the issue is not resolved at such meeting, the member shall be entitled to have the matter included on the agenda of the next ensuing Annual Meeting and to have the dispute submitted for discussion and resolution by the members in attendance at such Meeting.

12. Limitation on Spending and Borrowing Powers of Directors:

- a. The Directors shall not:

- (i) undertake or commit the expenditure of Association funds in excess of five thousand dollars (\$5000) for any purpose other than the normal maintenance of the Association property and facilities; or
- (ii) undertake or commit to the borrowing of funds in excess of five thousand dollars (\$5000), on behalf of the Association, for any purpose, without first obtaining approval of a majority of the lot owners, in person, or by proxy, of the Association in good standing and eligible to vote and voting in favor of the proposed expenditure or borrowing, at a duly convened Annual or Special Meeting of the members of the Association.

B. Officers

1. The executive officers of the Association shall be a President, Vice President, Clerk and Treasurer. All officers shall be members of the Board of Directors. All Officers shall be elected annually by majority vote of the Board of Directors.
2. The President shall be the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint special committees from among the members, in good standing, from time-to-time, as the President may deem necessary to assist in the conduct of the Association business but have no voting rights. With the exception of items included in a budget previously duly approved by the members at the Annual Meeting, all expenditures in excess of one hundred dollars (\$100), shall be subject to the prior approval of the President. The President or the Treasurer may endorse for deposit or collection all checks, notes, drafts and other monetary documents drawn payable to the Association or its order and may accept drafts on behalf of the Association. The President or the Treasurer shall also have the power to sign all checks, drafts, bills of exchange, promissory notes and other documents which provide or call for the payment by the Association of funds to others in connection with a given transaction; provided, however, that if the payment involved be five thousand dollars (\$5,000) or more, the check or other instrument of payment or indebtedness shall be signed by both the President and the Treasurer. All contracts must be signed by both the President and the Clerk.
3. The Clerk shall be a resident of the Commonwealth of Massachusetts and shall be responsible for the performance of the following duties:
 - a. The serving of all notices of meetings, including agendas, to the members and Directors, and other notices required by the Covenants and By-laws of the Association.

- b. Keeping the minutes of all proceedings of the meetings of the Board of Directors and the Annual and Special Meetings of the Association.
 - c. Taking and keeping custody of the seal of the Association and affixing the same to instruments requiring a seal when duly signed and attesting to the signature of the President and other officers of the Association as required.
 - d. Maintaining all, except for financial, records of the Association, including, but not limited to, the custody and inventory of all physical property of the Association.
 - e. Overseeing, responding, where appropriate, and maintaining records electronically and otherwise, as appropriate, of any communications of the Association.
4. The Treasurer shall be responsible for the performance of the following duties:
- a. Administering the financial assets and liabilities of the Association, including funds, securities of every kind and nature, and evidence of the Association's instruments of indebtedness owing by the Association to others and instruments of indebtedness owing to the Association by others.
 - b. Keeping the assessment rolls and accounts of the members and collecting delinquencies.
 - c. Keeping the books of the Association in accordance with good, accepted, accounting practices.
 - d. Coordinating, preparing and presenting the proposed budget to the Board of Directors for its review and approval for presentation for adoption by the lot owners at the Annual Meeting.
 - e. Coordinate with and assist the Certified Public Accountant employed by the Association in his or her preparation the annual financial report of the Association for presentation to the membership at the Annual Meeting.
5. The Board of Directors may hire or appoint agents or employees to perform the work of the Clerk or the Treasurer, but it shall be the responsibility of the Clerk or Treasurer, as the case may be, to oversee and supervise the work of such appointed agents or employees.
- a. The Treasurer may select, with the approval of the Board, members of a Finance Committee to assist in fulfilling the Treasurer's duties. Members of this committee will not be members of the Board and will not have voting rights.

6. The Vice President shall have all of the powers of the President when the President is not available to perform the duties of the office of President. In the absence of both the President and Vice President, the Clerk shall assume the duties of the President.

Article VII. Committees

1. The chairpersons of all standing committees shall be appointed annually by the President, subject to the approval of the Board of Directors, and shall function as such chairpersons from the dates of their respective appointments until the date of the next Annual Meeting. The standing committees are as follows:
 - a. Architectural Compliance Committee
 - b. Streets and Common Areas Committee
 - c. Hospitality Committee
2. Other standing committees may be established by the Board of Directors to meet the needs of the Association.
3. The Architectural Compliance Committee (ACC) shall consist of the chairperson who shall be a member of the Board of Directors and two eligible voting members of the Association, appointed by the chairperson, and approved by the Board.
 - a. The ACC shall develop guidelines for new home construction and the construction or installation of other property improvements. The ACC may make additions, deletions and/or revisions to the guidelines, where appropriate, subject to the approval of the Board of Directors.
 - b. The ACC guidelines shall be kept on file in the records of the Board of Directors and the ACC. A copy of the guidelines shall be made available, upon request, to any member of the Association.
4. The Chairperson of each committee shall submit a monthly report to the Board of Directors setting forth all of the activities of such Chairperson's committee during the preceding month.

Article VIII. Operational Procedures

1. To maintain continuity and in order for an uninterrupted transfer of duties to newly elected Directors and Officers of the Association, the Board of Directors shall establish, and cause to

be maintained, an outline of procedures detailing the day-to-day operation of the Association.

Article IX. Fiscal Management

1. The Board of Directors, for each fiscal year, shall review, revise where appropriate, and approve, the proposed budget prepared by the Treasurer, for presentation for adoption by the lot owners at the Annual Meeting. The proposed, itemized, budget shall contain estimates of the cost of performing the functions of the Association and shall include, but not be limited to the following items:
 - a. Common expense budget:
 1. Maintenance, use, rental, income from and operation of Common Areas
 2. Utility expenses
 3. Casualty insurance
 4. Liability insurance
 5. Administration
 6. Capital improvements of Common Areas
 7. Expenses contributing to the welfare and enjoyment of the Association
 - b. The annual membership assessment is two hundred dollars (\$200) per annum. If the budget submitted to the members at the Annual Meeting requires an increase in the membership assessment, this matter shall be placed on the Annual Meeting agenda for approval by the members. Any increase in the annual assessment shall require the approval of a majority the lot owners present in person or by proxy at the Annual Meeting.
2. Copies of the proposed budget including the actual total expenditures for each budget item for the preceding two years shall be distributed to members at least thirty (30) days in advance of the date of the Annual Meeting at which it is to be and shall be presented for approval by the members.
3. 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 Treasurer, provided, however, that checks in the amounts of Five thousand dollars (\$5,000) or more shall be signed by both the President and the Treasurer.

4. An examination of the finances of the Association shall be made annually after the end of the current fiscal year to verify their accuracy and correctness. Such examination will, at the discretion of the Board of Directors, be made by either a Certified Public Accountant, or by a Review Committee appointed by the Board of Directors expressly for this purpose. Such committee will be made up of three (3) members of said Board of Directors, to include the Vice- President as Committee Chairperson, the Treasurer as an ex-officio member, and two (2) Association Members in good standing.

A written report shall be issued as to the findings of said examination, and copies shall be furnished to Association Members thirty (30) days prior to the date of the Annual Meeting.

Article X. Indemnification

1. The Association shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as a member of the Board of Directors, or as an Officer of the Association, or who, at the request of the Association, may serve in any one or more of the above mentioned capacities (collectively, "Indemnified Officers"), against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon such person in connection with any proceeding in which such person may become involved by reason of serving or having served in such capacity (other than a proceeding voluntarily initiated by such person unless such person is successful on the merits and the proceeding was authorized by a majority of the full Board of Directors); provided that no indemnification shall be provided for any such person with respect to any matter as to which such person shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such person's action was in the best interests of the Association. Such indemnification may, to the extent authorized by the Board of Directors. include payment by the Association of expenses incurred in defending a civil or criminal action or proceeding, upon receipt of a written undertaking by the person indemnified to repay such payment if he or she shall be not entitled to indemnification under this article, which undertaking may be accepted without regard to the financial ability of such person to make repayment.
2. The payment of any indemnification or advance shall be conclusively deemed authorized by the Board of Directors of the Association under this Article, and members of the Board of Directors approving such payment shall be wholly protected, if:
 - (i) the payment has been approved or ratified:
 - (1) by a majority vote of a quorum of the members of the Board of Directors consisting of persons who are not at that time parties to the proceeding; or

- (2) by a majority vote of a committee of two or more members of the Board of Directors who are not at that time parties to the proceeding and are selected for this purpose by the full Board of Directors (in which selection members of the Board of Directors who are parties may participate);
 - (ii) the action is taken in reliance upon the written opinion of independent legal counsel (who may be counsel to the Association) appointed for the purpose by vote of the members of the Board of Directors in the manner specified in clauses (1) or (2) of subparagraph (i), or if all members of the Board of Directors are parties to the proceedings, appointed by a majority of the membership;
 - (iii) the payment is approved by a vote of a majority of the Members of the Association; or
 - (iv) a court having jurisdiction shall have approved the payment.
3. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of an indemnified Director or Officer entitled to indemnification hereunder.
4. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which Association employees, agents, Board of Director members, Officers and other persons may be entitled by contract or otherwise under law.
5. No amendment or repeal of the provisions of this Article which adversely affects the right of an Indemnified Person with respect to his or her acts or omissions which occurred at any time prior to such amendment or repeal shall have any effect upon or abridge the rights and protection of such Indemnified Person without his or her written consent.

Article XI. Amendments and Revisions

1. These By-laws of the Association may be amended by a two-thirds (2/3) vote whether in person or by proxy of the membership at the Annual Meeting or a Special Meeting, at which a quorum is present and voting, duly called for the purpose, and written notice of which shall have been sent to all members at least thirty (30) days prior to the date of the meeting.

SEABROOK VILLAGE

Home Owners Association
Mashpee, MA

Barnstable Registry District of the Land Court (Registered Land)

Index HOA Documents

Note: – Use of the word “Declaration” is an abbreviation for “Declaration of Covenants”

Document	Doc. No.	Date Filled	Description	Pages
Declaration	185196	4-17-94	Declaration of Covenants	10
Amend Declaration	189801	9-12-1974	Amendment to Declaration	3
Amend Declaration	264700	4-9-1980	Amendment to Declaration	3
Amend Declaration	479040	2-28-1989	Amendment to Declaration	8
Amend Declaration	598612	11-12-1993	Amendment to Declaration	22
Declaration (Complete)	762473	4-14-1999	Restated Declaration & By-Laws	3
Amend Declaration	961045	3-22-2004	(Extended Restrictions)	35
Declaration (Complete)	1054186	1-17-2007	Restated Declaration & By-Laws	35
Amend Declaration		2020	Restated, Extended Restrictions	39

