

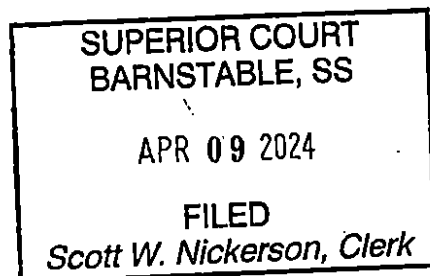
COMMONWEALTH OF MASSACHUSETTS
BARNSTABLE, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

FRIENDS OF SEACOAST SHORES, INC.,
DANA RUSSELL DEFURIA, JULIE A. DEFURIA,
JOHN J. GUSHUE, DENISE GUSHUE, ROBERT J.
KOWALEWSKI, JR., PATRICK T. O'REGAN, JR.,
CECILY ANNE O'REGAN, AND VALERIE A.
SAFFRON, Plaintiffs

v.

SEACOAST SHORES ASSOCIATION, INC.,
Defendant



**FIRST AMENDED COMPLAINT FOR DECLARATORY JUDGMENT, DAMAGES
AND INJUNCTIVE RELIEF**

INTRODUCTION

The Plaintiffs, being an incorporated group of property owners and several individual property owners in the Seacoast Shores neighborhood of East Falmouth, seek declaratory relief pursuant to Mass.R.Civ.P. 57 and G.L. c. 231A, et. seq., relating to Defendant's claims (1) that they are obligated to join and pay \$375 in annual membership or association dues or fees to Defendant; and (2) that they owe \$300 per year in dues or fees to Defendant for each year 2014 through 2023.

Plaintiffs, besides declaratory relief, seek damages and losses resulting from the Defendant's infringement of their deeded easement rights, and injunctive relief pursuant to Mass.R.Civ.P. 65 to enjoin Defendant from seeking to compel them to become members and pay annual dues or fees to Defendant.

PARTIES

1. Plaintiff Friends Of Seacoast Shores, Inc. ("FOSS") is a private, non-profit corporation organized under Chapter 180 of the General Laws of Massachusetts, and having its principal place of business at 31 Teaticket Highway, #7, East Falmouth, Massachusetts.
2. Plaintiffs Dana Russell DeFuria and Julie A. DeFuria are married and they own the property at 307 Edgewater Dive East in the Seacoast Shores neighborhood of East Falmouth.
3. Plaintiffs John J. Gushue and Denise Gushue are married and they own and reside at 77 Ellsworth Drive in the Seacoast Shores neighborhood of East Falmouth.
4. Plaintiff Robert J. Kowalewski, Jr. is an individual who owns and resides at 10 Ellsworth Drive, in the Seacoast Shores neighborhood of East Falmouth.
5. Plaintiffs Patrick T. O'Regan, Jr. and Cecily Anne O'Regan, formerly known as Cecily Anne Snyder, are married and they own and reside at 69 Ovington Street in the Seacoast Shores neighborhood of East Falmouth.
6. Plaintiff Valerie A. Saffron is an individual who owns and resides at 61 Pine Rock Road in the Seacoast Shores neighborhood of East Falmouth.
7. Defendant Seacoast Shores Association, Inc. ("SSAI") is a private, non-profit corporation organized in August 1951, and having its principal place of business at 7 Farview Lane, East Falmouth, Massachusetts.

FACTS

Background: 1947 Creation of Seacoast Shores Neighborhood

8. The Seacoast Shores subdivision as set forth on 5 subdivision plans recorded at the Barnstable Registry of Deeds in Book 77, Page 113 and Book 78, Pages 11, 13, 15 and 79 between 4/15/47 and 6/18/47.
9. The original subdivision developer, Raymond H. Stotter, acquired the approx. 300-acre undivided property by deed from Ovington Point Trust. See attached **Exhibit A** [Deed, Book 640 Page 145]. This is the root deed for Stotter's title to the property.
10. The 1947 subdivision plans divided an approx. 1.5-mile long, 300-acre peninsula into approx. 1,000 residential lots and several common areas, including:
 - a. two areas labelled "Beach";
 - b. 31 unlabeled rights-of-way (the "ROWS") between named streets providing water access on the east and west sides of the peninsula; and,
 - c. approx. 2-acres of land (the "clubhouse land") in 3 contiguous areas labelled "Reserved for Yacht Club", "Reserved for Parking" and "Reserved for Recreation and Playground Area."

See attached **Exhibit B** [1947 "Yacht Club Section" plan recorded in Plan Book 78, Page 11].

1947 Stotter to Seacoast Shores, Inc.

11. In July 1947, after the subdivision plans were recorded, Stotter filed articles of organization for Seacoast Shores, Inc. ("Seacoast"), a Massachusetts business corporation, of which he was the President.
12. Seacoast is unrelated to the Defendant SSAI.

13. On 8/1/47, before any lots were sold, Stotter conveyed the approx. 300-acre property to Seacoast.

See attached **Exhibit C** [Deed, Book 675, Page 29]. This is the root deed for Seacoast's title to the property.

14. Seacoast was the successor to Stotter as the developer or grantor of the subdivision.

15. There is no mention of an Homeowner Association (hereinafter "HOA") in the deed from Stotter to Seacoast.

The First Ten Deeds

16. From November 1947 to June 1951, Seacoast conveyed 14 lots by 10 deeds, each of which contained a conditional requirement that the grantees become members of an HOA ". . . in the event that . . . a property owner's association is formed . . .", and to pay ". . . up to \$20 per annum . . ." See attached **Exhibit D** [List of Deeds issued by Seacoast containing HOA Clause, and copy of Deed, Book 786, Page 520, last deed from Seacoast containing HOA Clause].

17. Those 10 deeds also granted "right(s) in common . . . to make the customary use of the beach, beaches, or boat basin, as designated on said plans . . . for boating, bathing and fishing, in accordance with the regulations thereof."

18. After 1951, Seacoast issued 2 more single-lot deeds, with no mention of an HOA or easements.

19. No HOA was ever formed by Seacoast.

20. Those first 10 deeds out of Seacoast are the only deeds in Seacoast Shores containing any reference to an HOA. No other deeds for other lots in the neighborhood contain any HOA clause or reference.

21. Defendant SSAI is not the prospective "property owner's association" referenced in the first 10 deeds.

1948 Seacoast Shores, Inc. to Sailcoast Shores, Inc.

22. On 5/20/48, articles of organization for Sailcoast Shores, Inc. ("Sailcoast"), a Massachusetts business corporation, were filed.
23. On 5/27/48, Seacoast conveyed the entire subdivision to Sailcoast, excepting the 16 lots conveyed or retained by Seacoast as described above.
24. Sailcoast was the successor to Seacoast as a developer or grantor of the subdivision.
25. There is no HOA clause in the deed from Seacoast to Sailcoast. See attached **Exhibit E** [Deed, Book 695, Page 83].
26. No homeowner's association was ever formed by Sailcoast.
27. There is no HOA clause or reference in any deeds issued by Sailcoast.

Subsequent Deeds, 1948-1988, 1948 Beach and Recreation Area Clause

28. Beginning in June 1948, Sailcoast revised the language of the individual lot deeds, eliminating the conditional HOA membership paragraph entirely, and eliminating the grant of rights to "beaches. . . or boat basin", while adding that "[B]uyer acquires no riparian rights but is entitled to all other privileges such as boating, bathing and fishing." See **Exhibit F** [Deed, Book 696, Page 500].
29. Sailcoast issued 13 deeds (for 15 lots) with this language from 6/16/48 to 8/10/48.
30. Thereafter, deeds from Sailcoast were further revised, and approx. 455 deeds conveying approx. 553 lots, were issued by Sailcoast from 8/18/48 to 12/17/70 containing the following clause (the "1948 Beach and Recreation Area Clause"):

“[t]he Grantee shall have the right to use and enjoy in common with other owners of property on the premises known as Seacoast Shores, any and all beaches and recreation areas established by the grantor on said Seacoast Shores.” See attached **Exhibit G** [Deed, Book-Page 700-544].

31. In 1952, Sailcoast conveyed title to the clubhouse land to Defendant SSAI, subject to the following easements and restrictive clauses in the deed:

“ . . .subject to the use of said premises for recreational purposes only, and no building or structure shall be erected, constructed or placed thereon other than a clubhouse, boathouse or bathhouse to be used for the purposes as set forth in the Charter granted to . . .[SSAI] . . . from the Commonwealth of Massachusetts only.” [and]

“Said premises are also conveyed subject all easements and restrictions of record which may be in force and applicable....” [and]

“The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding on the grantee’s successors and assigns.”

See attached **Exhibit H** [Deeds, Book 820, Page 114 and Book 820, Page 115 (8/26/52), and Book 824, Page 3 (10/9/52)].

1957 Sailcoast Shores, Inc. to Gateway Development Corp.

32. On 6/18/57, Gateway Development Corp. (“Gateway”), a Massachusetts business corporation, was organized.

33. On 6/25/57, Sailcoast conveyed the remaining subdivision land to Gateway, excepting lots previously conveyed, and excepting 35 lots retained by Sailcoast. See attached **Exhibit I** [Deed, Book 977, Page 31].
34. Gateway was the successor to Sailcoast as a developer or grantor of the subdivision.
35. There is no HOA clause in the deed from Sailcoast to Gateway.
36. No homeowner's association was ever formed by Gateway.
37. Between 1957 and 1976, Gateway issued approx. 257 deeds (for approx. 270 lots) containing the 1948 Beach and Recreation Area Clause.
38. There is no HOA clause or reference in any deeds from Gateway.

1970 Gateway Development Corp. to Joseph H. Joubert

39. On 9/30/70, Gateway conveyed the remaining subdivision land to Joseph H. Joubert ("Joubert"), excepting lots previously conveyed, and excepting 35 lots retained by Gateway. See attached **Exhibit J** [Deed, Book 1485, Page 1146].
40. Joubert was a successor developer or grantor of the subdivision.
41. There is no HOA clause in the deed from Gateway to Joubert.
42. No homeowner's association was ever formed by Joubert.
43. Between 1970 and 1978, Joubert issued 98 deeds for 135 lots, including 118 lots with the 1948 Beach and Recreation Area Clause.
44. There is no HOA clause in any deeds from Joubert.
45. In August 1975, Milton Savings Bank foreclosed on the titles of both Gateway and Joubert, and the remaining subdivision land was acquired by said bank. See attached **Exhibit K** [Deed, Book 2223, Page 86].

1975 McCartin Leisure Industries, Inc.

46. On 10/31/69, McCartin Leisure Industries, Inc. (McCartin), a Massachusetts business corporation, was organized.
47. From 1971 to 1975, McCartin acquired lots in Seacoast Shores from Joubert and other parties.
48. McCartin was a successor developer or grantor of the subdivision.
49. There is no HOA clause in any deeds from Joubert or other parties to McCartin.
50. No homeowner's association was ever formed by McCartin.
51. In December 1975, McCartin acquired the remaining subdivision land from Milton Savings Bank.
See attached **Exhibit L** [Deed, Book 2271, Page 001].
52. Between 1971 and 1988, McCartin issued 69 deeds, 30 of which contain the 1948 Beach and Recreation Area Clause.
53. There is no HOA clause or reference in any deeds from McCartin.
54. On 11/17/76, McCartin conveyed title to the Bayside Beach land to Defendant SSAI. See attached **Exhibit M** [Deed, Book 2340, Page 81].
55. Said beach deed is "... subject to ... the rights of other owners of property in ... Seacoast Shores to use said premises ... for recreational purposes."
56. During McCartin's ownership, 10 deeds conveying 25 ROWs were also issued, including a deed to Defendant SSAI on 11/27/81 for 17 ROWs. See attached **Exhibit N** [Deed, Book 3401, Page 65].
57. McCartin also issued 15 deeds to waterfront owners conveying all abutting beach, flats and shorefront area, primarily in the Yacht Club Section of Seacoast Shores.

58. In 1975, the Town of Falmouth took a public easement on all of Bayside Drive to the water, including the portion of Bayside Beach within the limit of the Town's easement. This portion of the beach is open to the public.
59. From 1947 to 1986, there were six (6) different developers (grantors) involved in sale of lots in Seacoast Shores, beginning Stotter (1947-1948). Successor developers were Seacoast Shores, Inc. (1947-1951; plus one lot sold in 1985); Sailcoast Shores, Inc. (1948-1957); Gateway Development Corp. (1957-1976); Joseph Joubert (1968-1978); and McCartin Leisure Industries, Inc. (1971-1986).
60. No homeowner's association (HOA) was ever formed by Stotter or any successor developers of the subdivision.
61. In total, the deeds to approx. 962 lots in Seacoast Shores contain the affirmative easement language referred to herein as the "1948 Beach and Recreation Area Clause" ("[t]he Grantee shall have the right to use and enjoy in common with other owners of property on the premises known as Seacoast Shores, any and all beaches and recreation areas established by the grantor on said Seacoast Shores").
62. With many single lots having been combined, the Seacoast Shores neighborhood presently consists of approx. 875 residential lots, including approx. 38 vacant lots, of which approx. 821 have express affirmative easement rights to the beach and recreation areas.
63. Seacoast Shores is a common-interest community as to beaches and recreation areas, such that the beach and recreation area easement rights are implied as to all lots in the neighborhood.
64. The easement rights owned by Plaintiffs to use the beach, the ROWS and the clubhouse land and facilities are affirmative and valuable property rights that are not conditional upon membership in or payment of dues or fees to Defendant SSAI.

Defendant Seacoast Shores Association, Inc. (SSAI)

65. Defendant SSAI was formed as a private, non-profit corporation under G.L., c.180 on 8/1/51. See attached **Exhibit O**.
66. By its Articles of Organization, Defendant SSAI was formed for the following purposes:
- “To maintain and promote the social and civic welfare and social contacts of the residents and real estate owners in the section of Falmouth known as Seacoast Shores; to organize and promote water and land sports among the members and their families; to engage in all activities which shall serve to improve the appearance and residential desirability of this section; to aid in securing betterments and improvements. Also, to purchase, lease, sell, hold, develop, convey, or otherwise acquire and dispose of any real and personal property necessary and proper for carrying out the purposes of this Corporation, and to erect, equip and maintain social buildings, floats and appropriate structures or buildings for the use and enjoyment of the members of the Corporation, upon and under such terms and conditions, and subject to such rules, regulations and restrictions, as the Officers, Directors and Committee members may, from time to time, determine. These purposes shall not include the right to apply for seasonal or yearly license to sell alcoholic beverages.” Art. of Org, 8/1/51.
67. The corporate charter of Defendant SSAI does not override or diminish the easement rights of property owners to use the clubhouse land.
68. In 1986, Defendant SSAI was dissolved by state law for failure to file Annual Reports.
69. In 1992, a new Seacoast Shores Association, Inc. ("SSAI 2") formed “to hold legal title to certain rights of way and to run and operate a clubhouse in Seacoast Shores and to promote activities that

will enhance social and civic well-being of the residents in that area known as Seacoast Shores.”

(ID No. 000405239)

70. In April 2010, Defendant SSAI was revived upon filing of Articles of Revival with the Massachusetts Secretary of State.

71. In June 2010, SSAI 2 was merged into Defendant SSAI upon filing of Articles of Merger. Defendant SSAI (ID No. 000006458) is the surviving corporation, and the SSAI Articles of Organization of 8/1/51 remain in force and effect today.

72. The Articles of Organization of Defendant SSAI precludes it from having a license to sell alcoholic beverages, but SSAI nevertheless sells alcoholic beverages in the new clubhouse restaurant and bar. Defendant SSAI was formed 4 years after the conveyance of the entire subdivided property on 8/1/47 from Stotter to Seacoast.

73. When Defendant SSAI was formed in August 1951, approx. 181 deeds had been issued for 209 lots. The deeds for approx. 180 lots contained the 1948 Beach and Recreation Area Clause, and as noted above, only 10 deeds for 14 lots contained the conditional HOA Clause.

74. None of Defendant SSAI’s incorporators were owners of lots subject to the HOA clause.

75. None of Defendant SSAI’s incorporators were members or stockholders of the developer (grantor) at that time, which was Sailcoast.

76. There are no documents recorded in the Barnstable Registry or on file with Massachusetts Secretary of State establishing that Defendant SSAI is the “property owner’s association” referenced in the first 10 deeds issued by Seacoast between November 1947 and June 1951.

77. Defendant SSAI is not successor developer or grantor of the Seacoast Shores subdivision.

78. Defendant SSAI has never acquired individual house lots within Seacoast Shores for development or resale in the ordinary course of its business.

79. Defendant SSAI has never installed or maintained any roads, utilities, or other infrastructure in the subdivision.
80. Defendant SSAI's title to the Bayside Beach property is "subject to . . . rights of other owners . . . to use the said premises for recreational purposes."
81. When Defendant SSAI acquired the clubhouse land in August 1952, approx. 245 deeds had been issued for 290 lots. The deeds for approx. 261 lots contained the 1948 Beach and Recreation Area Clause, and as noted above, the deeds for only 14 lots contained the HOA Clause.
82. There was no clubhouse building on the clubhouse land from 1947 to 1953.
83. In 1953-54, Defendant SSAI constructed a single-story clubhouse building (the "old clubhouse").
84. From 1954 to 2011, the old clubhouse was used for annual neighborhood meetings, cookouts, bingo, spaghetti dinners, weddings, and other social activities.
85. All of the common areas of the neighborhood - Bayside Beach, 17 of the 31 ROWs, and the clubhouse land upon which the clubhouse is located, -- are subject to the affirmative easement rights of all Seacoast Shores property owners "to use and enjoy in common with other owners . . . any and all beaches and recreation areas . . . on . . . Seacoast Shores."
86. Defendant SSAI does not own any land in Seacoast that is not servient to the dominant deeded rights of property owners.
87. The easement rights of all Seacoast Shores property owners to use common areas are affirmative, expressly deeded rights, not prescriptive easement rights defined by the scope of their prior use.
88. Any recreational amenities established on the common areas on Seacoast Shores, including the clubhouse facility, are subject to the deeded easement rights of property owners to use them.

Membership In Defendant SSAI Is Voluntary, Not Mandatory

89. Defendant SSAI's bylaws have not and do not now provide for "automatic" lot owner membership.
90. Membership in Defendant SSAI is completely voluntary.
91. Defendant SSAI's bylaws state that voting membership in SSAI is restricted and reserved only for landowners "of good moral character" who apply for and are accepted for membership by an SSAI membership committee, and pay an annual membership fee ("dues").
92. The annual membership fee or dues for being a member of Defendant SSAI was \$300.00 per year from 2013 through 2023. In January 2024, the annual fee was increased to \$375.00.
93. Defendant SSAI no authority to assess or collect association dues or fees from landowners who do not voluntarily join SSAI.
94. Defendant SSAI has no authority to demand payment of dues or fees, past or present, from any landowner in Seacoast Shores who is not a member of SSAI.
95. Defendant SSAI may only demand payment of dues or fees, past or present, from a subset of landowners in Seacoast Shores who have recorded a voluntary Clubhouse Investment Member (IM) certificate in the chain of title to their property.
96. A recorded IM Certificate obligates the IM, or any successor owner of the IM's property, to perpetually pay annual membership dues to Defendant SSAI, and gives Defendant SSAI broad power to enforce and collect dues, including the right to foreclose on the property.
97. Through the date hereof, approximately 237 IMs have recorded an IM Certificate.
98. Approximately 38 IMs have refused to sign and record a perpetual dues IM certificate.
99. All other property owners in Seacoast Shores may elect voluntarily join and pay dues or fees to Defendant SSAI as general members on a yearly basis.

100. On information and belief, in 2023, there were a total of 400 members of Defendant SSAI, including approximately 235 IMs and 165 general members.

101. On information and belief, in 2023, there were approx. 500 property owners who declined to pay any dues or fees to Defendant SSAI.

The New Clubhouse

102. The “new” members-only clubhouse, with a restaurant and bar, was opened in June 2012.

103. The Clubhouse is located is on the common “yacht club and recreation and playground area” shown on the original Seacoast Shores plans. See Exhibit B.

104. Prior to 2012, there was a single-story clubhouse building used for neighborhood association meetings, cookouts, bingo, spaghetti dinners, etc. See attached **Exhibit P** [2010 Aerial Photo].

105. The old clubhouse was razed and the new clubhouse was built on the common clubhouse land after a vote in 2007 of approximately 85 members of Defendant SSAI, constituting less than 10% of the neighborhood’s property owners, to replace the old clubhouse.

106. The new clubhouse project was financed by approx. 212 IMs who pledged and paid funds for its design and construction.

107. Today, the clubhouse is a members-only \$2.0-\$2.5+ million 2-story facility with a restaurant and bar, a large outdoor pool and a tennis court.

108. Access to the common clubhouse property is now restricted during July and August to less than 27% of Seacoast Shores’ property owners, despite all owners having deeded rights to the neighborhood’s recreation areas.

Defendant SSAI's Claim That All Property Owners Must Pay \$300 Per Year

109. Since 2014, Defendant SSAI has claimed that all property owners in Seacoast are obligated to pay annual dues or fees to Defendant SSAI, in the amount \$300 from 2014-2023, and now \$375 in 2024 and continuing.
110. Since there are approximately 925 property owners in Seacoast Shores, Defendant SSAI's \$375/year/lot claim equates to a claim of entitlement to receive approximately \$346,875 or more per year from the neighborhood.
111. Each January, Defendant SSAI sends invoices with unique account numbers to some but not all property owners, including both members and non-members.
112. Until 2021, invoices sent by Defendant SSAI were for \$300 in "Association Dues" or for "Annual Membership Fee[s]".
113. In 2021, invoices sent by Defendant SSAI were for \$300 in "Annual Maintenance Fee[s]".
114. In 2022, invoices sent by Defendant SSAI were for \$300 in "SSAI Association Fee[s]."
115. Until 2022, invoices sent by Defendant SSAI contained a notation on them stating "\$300. Required for all Residents of Seacoast Shores."
116. In January 2022, the notation was changed to state "Please check with SSAI on the status on your account balance (if any) prior to 2022."
117. In January 2024, invoices sent by Defendant SSAI were for \$375 in "SSAI Association Fee[s]."
118. On information and belief, Defendant SSAI is maintaining individual account records for both members and non-members in its accounting records.
119. On information and belief, Defendant SSAI is maintaining accounting records for non-member property owners as "accounts receivable" assets in its records.
120. General membership dues in Defendant SSAI were \$100 in 2009 and \$130 in 2010.

121. In 2012, the year the new clubhouse facility opened, general membership dues were increased to \$250.

122. In 2013, general membership dues were increased to \$300 in 2013, and remained at that figure until the increase to \$375 in January 2024.

123. Since 2013, even general members of Defendant SSAI who voluntarily paid the \$300 membership dues, have had very limited access to the new clubhouse facilities during July and August, being allowed only to attend the annual meeting in July, a barbeque, and a lobster dinner in August.

124. From 2013 - 2023, access to the new clubhouse facilities during July and August has been restricted to IMs, who have been required to make added payments of from \$1,300 to \$1,625 in Clubhouse Member ("CHM") "recreation and food minimum" fees.

125. In January 2024, the added summer CHM fees were increased to from \$1,600 to \$1,825.

126. Defendant SSAI's claim that all property owners in the neighborhood must pay \$375 per year is patently false, unsubstantiated, and unenforceable.

Defendant SSAI's Campaign to Collect Dues and Fees From Non-Members

127. Since 2018, several buyers, sellers or refinancing owners of property in Seacoast Shores, all of whom who were not members of Defendant SSAI, have been pressured or coerced by Defendant SSAI into paying current and past dues or fees to Defendant SSAI in connection with the closing of their real estate transactions.

128. Representatives of Defendant SSAI, including several of its Officers and Directors, have circulated misinformation to unsuspecting owners, buyers and sellers in order to obtain the payment of dues and fees.

129. Several newer Seacoast Shores residents and owners have been told they are obligated to pay \$300 (now \$375) in annual “dues” or “maintenance fees” to SSAI.
130. Real estate listings for Seacoast Shores have erroneously included HOA dues as a mandatory obligation, and one sales agent went so far as to include it in a purchase and sale agreement, which the buyer refused to sign unless the HOA dues clause was removed.
131. SSAI has demanded payments of up to 8 years of so-called “past dues” or “past fees” from several property owners selling or refinancing their properties, including elderly owners.
132. As a result of Defendant SSAI’s interference, several properties in Seacoast Shores have been incorrectly designated by lenders as being within a planned unit development (PUD) community named “Seacoast Shores Association, Inc.”
133. Under federal Housing and Urban Development (HUD) guidelines, a PUD is “a residential development that contains, within the overall boundary of the subdivision, common areas and facilities owned by a Homeowners’ Association (HOA), to which all homeowners must belong and to which they must pay lien-supported assessments.” [Ref. HUD Single Family Housing Policy Handbook 4000.1]
134. As of the date hereof, there are seven (7) mortgages on property in Seacoast Shores that have been incorrectly designated by the lender as being within a planned unit development (PUD) community.
135. None of the properties owned by any officers or directors of Defendant SSAI officers have recorded mortgages in which their properties are declared to be within a PUD.

COUNT I
DECLARATORY JUDGMENT AS TO MEMBERSHIP IN
AND PAYMENT OF DUES OR ASSOCIATION FEES TO SSAI

136. Plaintiffs incorporate by reference paragraphs 1-130 of this Complaint, as if restated herein.
137. There is a dispute between Plaintiffs and Defendant as to whether property owners in Seacoast Shores, by virtue of being property owners, are obligated to join and pay annual membership or association dues or fees to Defendant SSAI.
138. Plaintiffs are entitled to a declaration that membership in and payment of dues or fees to Defendant SSAI is voluntary and is not required of property owners in Seacoast Shores by virtue of their property ownership.

WHEREFORE, Plaintiffs pray for judgment against the Defendant and requests that this Honorable Court declare that membership in and payment of annual dues or fees to Defendant is completely voluntary and is not required of property owners in Seacoast Shores by virtue of their property ownership.

COUNT II
DECLARATORY JUDGMENT AS TO THE
HOA CLAUSE IN THE FIRST 10 DEEDS

139. Plaintiffs incorporate by reference herein paragraphs 1-133 of this Complaint as if restated herein.
140. There is a dispute between Plaintiffs and Defendant SSAI as to the status and applicability of the HOA clause found in the first 10 deeds issued by Seacoast from November 1947 to June 1951.
141. Plaintiffs are entitled to a declaration that no HOA was formed by any developer or grantor pursuant to those first 10 deeds from Seacoast.
142. Plaintiffs are entitled to a declaration that the HOA clause was eliminated from the development plan by Sailcoast Shores, Inc., the grantor after June 1951, and that the HOA clause is not

applicable or enforceable against any properties whose title derives from the 5/27/48 root deed from Seacoast Shores, Inc. to Sailcoast Shores, Inc.

143. Plaintiffs are entitled to a declaration that Defendant SSAI is not the property owner's association referenced in the first 10 deeds issued by Seacoast Shores, Inc.

WHEREFORE, Plaintiffs pray for judgment against the Defendant and requests that this honorable Court declare that the HOA clause was eliminated from the development plan of the neighborhood by Sailcoast Shores, Inc., the grantor after June 1951; that the HOA clause is not applicable or enforceable against any properties whose title derives from the 5/27/48 root deed from Seacoast Shores, Inc. to Sailcoast Shores, Inc.; and that Defendant SSAI is not the property owner's association referenced in the first 10 deeds issued by Seacoast Shores, Inc.;

**COUNT III
DECLARATORY JUDGMENT AS TO DEFENDANT
SSAI'S LEGAL AUTHORITY**

144. Plaintiffs incorporate by reference paragraphs 1-138 of this Complaint as if restated herein.

145. The deeds to approximately 824 lots in Seacoast Shores contain the 1948 Beach and Recreation Area Clause: "[t]he Grantee shall have the right to use and enjoy in common with other owners . . . any and all beaches and recreation areas established by the grantor on said Seacoast Shores." See Exhibit G. .

146. There is a dispute as to whether Defendant SSAI, in developing and operating the new members-only clubhouse facilities (including the restaurant/bar, outdoor swimming pool, and tennis court) on the common clubhouse land, was acting solely as a private corporation on behalf of only its members, or was acting as a "grantor" on behalf of all property owners within the meaning of the 1948 Beach and Recreation Area Clause.

147. Plaintiffs are entitled to a declaration as to whether Defendant SSAI, in developing and operating the new clubhouse facilities, was and is now acting solely as a private corporation on behalf of only its members.
148. Plaintiffs are entitled to a declaration as to whether Defendant SSAI, in developing and operating the new clubhouse facilities, was and is acting as a “grantor” on behalf of all property owners within the meaning of the 1948 Beach and Recreation Area Clause.
149. Plaintiffs are entitled to a declaration that they must be afforded equal access and use of the Clubhouse facilities without an obligation to become a member of Defendant SSAI.
150. Plaintiffs are entitled to a declaration that Defendant SSAI lacked the authority to construct an exclusive, members-only clubhouse (including the restaurant/bar), outdoor swimming pool, and tennis court on the common clubhouse land, where the decision to do so was made by a vote of only SSAI members comprising less than 10 percent of the property owners in the neighborhood.

WHEREFORE, Plaintiffs pray for judgment against the Defendant and requests that this honorable Court declare whether Defendant SSAI, in developing and operating the new clubhouse facilities, was and is now acting solely as a private corporation on behalf of only its members; whether Defendant SSAI, in developing and operating the new clubhouse facilities, was and is acting as a “grantor” on behalf of all property owners within the meaning of the 1948 Beach and Recreation Area Clause; that Plaintiffs must be afforded equal access and use of the Clubhouse facilities without an obligation to become a member of Defendant SSAI; and that, if Defendant SSAI was and is acting solely as a private corporation on behalf of only its members in developing and operating the new clubhouse facilities, then Defendant SSAI must compensate

property owners who choose not to be members of Defendant SSAI for the loss of their affirmative easement rights to use the clubhouse land. Further, that this Honorable Court declare that Defendant SSAI lacked the authority to construct an exclusive, members-only clubhouse (including the restaurant/bar), outdoor swimming pool, and tennis court on the common clubhouse land, where the decision to do so was made by a vote of only SSAI members comprising less than 10 percent of the property owners in the neighborhood.

**COUNT IV
DECLARATION FOR COMPENSATORY DAMAGES
DUE TO UNLAWFUL CONDUCT**

151. Plaintiffs incorporate by reference paragraphs 1-145 of this Complaint as if restated herein.

152. Homeowners in the Seacoast Shores subdivision by virtue of the 1948 Beach and Recreation Area Clause have the right to use and enjoy in common with other owners the land where the Defendant has developed for their new clubhouse.

153. Defendant acted as a private corporation for profit in constructing and operating the new clubhouse facilities deprived homeowners in the Seacoast Shores subdivision the loss of easement rights to the land where the clubhouse is situated.

WHEREFORE, Plaintiffs pray for judgment against the Defendant and requests that this honorable Court declare that property owners in Seacoast Shores have affirmative deeded easements rights to use and enjoy the clubhouse land and the clubhouse facilities; that such easement rights are not contingent upon membership in Defendant SSAI or any homeowner's association, nor upon the payment of any membership dues or fees to Defendant SSAI or any homeowner's association; that the ROWS in Seacoast Shores are recreation areas within the

meaning of the 1948 Beach and Recreation Area Clause easement language; that the clubhouse land, and the clubhouse building and related facilities thereon are “recreation areas” within the meaning of the 1948 Beach and Recreation Area Clause easement language; and that their deeded rights include the right to use the common clubhouse land and the clubhouse building and related facilities thereon without becoming a member of Defendant SSAI.

COUNT V
DECLARATORY JUDGMENT AS TO AFFIRMATIVE EASEMENT RIGHTS TO
COMMON AREAS AND FACILITIES

154. Plaintiffs incorporate by reference paragraphs 1-148 of this Complaint as if restated herein.

155. There is a dispute between Plaintiffs and Defendant as to the status, scope, rights, duties, responsibilities, obligations and limitations of property owners' easement rights to use the private beach, the ROWs, the clubhouse land and the clubhouse facilities in the Seacoast Shores neighborhood.

156. Plaintiffs are entitled to a declaration that all similarly situated Seacoast Shores property owners have affirmative and equal deeded easement rights to use and enjoy in common with all other owners the beach, the ROWs, the clubhouse land and the clubhouse facilities.

157. Plaintiffs are entitled to a declaration that such easement rights are valuable property interests that are not contingent upon membership in Defendant SSAI or any homeowner's association, nor upon the payment of any membership dues or fees to Defendant SSAI or any homeowner's association.

158. Plaintiffs are entitled to a declaration that the ROWS in Seacoast Shores are recreation areas within the meaning of the easement language.

159. Plaintiffs are entitled to a declaration that the rights to use the ROWs include all uses customarily made of water-access easements, including unobstructed pedestrian access to the water, storage,

loading and unloading of small watercraft such as dinghies, kayaks, paddleboards and the like, and other similar water-related activities.

160. Plaintiffs are entitled to a declaration that the clubhouse land, and the clubhouse building and related facilities thereon, are "recreation areas" within the meaning of the 1948 Beach and Recreation Area Clause easement language.

161. Plaintiffs are entitled to a declaration that Defendant SSAI's ownership of the beach, and the clubhouse land, including the clubhouse building and related facilities (swimming pool and tennis court) thereon, and its purported ownership of the ROWS, is subject to and servient to the dominant easement rights of all property owners.

WHEREFORE, the Plaintiffs pray for judgment against the Defendant and requests that this honorable Court declare that property owners in Seacoast Shores have affirmative deeded easement rights to use and enjoy the clubhouse land and the clubhouse facilities; that such easement rights are not contingent upon membership in Defendant SSAI or any homeowner's association, nor upon the payment of any membership dues or fees to Defendant SSAI or any homeowner's association; that the ROWS in Seacoast Shores are recreation areas within the meaning of the 1948 Beach and Recreation Area Clause easement language; that the clubhouse land, and the clubhouse building and related facilities thereon are "recreation areas" within the meaning of the 1948 Beach and Recreation Area Clause easement language; and that their deeded rights include the right to use the common clubhouse land and the clubhouse building and related facilities thereon without becoming a member of Defendant SSAI;

COUNT VI
DECLARATORY JUDGMENT AS TO THE DEFENDANT'S LACK OF CORPORATE
AUTHORITY TO SELL ALCOHOLIC BEVERAGES FROM THE CLUBHOUSE
PROPERTY

162.Plaintiffs incorporate by reference paragraphs 1-145 of this Complaint as if restated herein.

163.Defendant SSAI's corporate charter expressly precludes the "right to apply for seasonal or yearly license to sell alcoholic beverages.

164.In violation of its corporate charter, Defendant SSAI has obtained liquor licenses and sold alcoholic beverages at its members-only clubhouse facilities since 2013.

165.Plaintiffs are entitled to a declaration that Defendant SSAI's sale of alcoholic beverages from the new clubhouse facilities on the common clubhouse land is prohibited by SSAI's corporate charter.

WHEREFORE, the Plaintiffs pray for judgment against the Defendant and requests that this honorable Court declare that Defendant SSAI's sale of alcoholic beverages from the new Clubhouse facilities on the common clubhouse land is prohibited by SSAI's corporate charter.

COUNT VII
DAMAGES FOR INFRINGEMENT OF EASEMENT RIGHTS

166.Plaintiffs incorporate by reference paragraphs 1-160 of this Complaint as if restated herein.

167.Defendant SSAI's new members-only clubhouse facilities, for all practical purposes, occupy the entirety of the common clubhouse to which all property owners have affirmative easement rights to use in common.

168.Defendant SSAI's occupation and use of the clubhouse facilities on the common clubhouse land on a members-only basis has infringed on valuable easement rights of property owners who choose not to be members of Defendant SSAI.

169. Defendant SSAI's total occupation of the common clubhouse land for its own member-only facilities constitutes an unlawful exercise of private eminent domain
170. Defendant SSAI's investment members-only operation of the clubhouse facilities on the common clubhouse land has unreasonably and wrongfully increased the burdens on the property owners in their use and enjoyment of their easement rights to use the clubhouse land.
171. Plaintiffs and other property owners have suffered and are entitled to damages resulting from Defendant SSAI's unreasonable and wrongful infringement of their easement rights, in an amount to be determined at trial, plus interest and costs.

WHEREFORE, the Plaintiffs pray for a judgment against the Defendant and requests that this honorable Court award damages against Defendant SSAI resulting from Defendant SSAI's unreasonable and wrongful infringement of easement rights, in an amount to be determined at trial, plus interest and costs and/or that this honorable Court order the removal of the Defendant SSAI's clubhouse facilities from the common clubhouse land."

COUNT VIII INJUNCTIVE RELIEF

172. Plaintiffs incorporate by reference paragraphs 1-166 of this Complaint as restated herein.
173. Plaintiffs have a reasonable likelihood of success on the merits of the claims against Defendant SSAI.

174. There is a clear danger, based on Defendant SSAI's past and ongoing dues/fees collection activities, that the Defendant SSAI will continue to seek payment of annual membership dues or fees or association dues or fees from property owners.

175. Plaintiffs are entitled to a temporary restraining order, a preliminary injunction, and a permanent injunction enjoining and restraining Defendant SSAI, by invoicing or otherwise, from demanding that non-member property owners pay past, present, or future annual membership dues or fees or association dues or fees allegedly owed with respect to their ownership of property in Seacoast Shores, until further order of this Court.

WHEREFORE, the Plaintiffs pray for a judgment against the Defendant and that this honorable Court temporarily, preliminarily, and permanently enjoin Defendant SSAI from invoicing or otherwise pursuing non-member property owners for payment of past, present, or future annual membership dues or fees or association dues or fees allegedly owed with respect to ownership of property in Seacoast Shores, until further order of this Court.

Respectfully Submitted,
Plaintiffs,
By Their Attorney,



Jeremy M. Carter, Esquire
CARTER DEYOUNG
300 Barnstable Road
Hyannis, MA 02601
(508) 771-4210
BBO# 542118

Dated: April 8, 2024

before me

[Signature]
Notary Public - Massachusetts

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145

N O T My commission expires March 10, 1946
A N A N

Barnstable, ss., Received January 22, 1946, and is recorded. I A L

We, AMOS L. TAYLOR of Belmont and ORVILLE W. SMITH of Wakefield, both in the County of Middlesex, and Commonwealth of Massachusetts, as we are Trustees of the Ovington Point Trust under a Declaration of Trust dated September 1, 1936, recorded with Barnstable County Registry of Deeds in Book 522, Page 235, by the power conferred by said Declaration of Trust and every other power us hereto enabling, but not individually, for consideration paid, grant to RAYMOND H. STOTTER of Scarsdale, in the County of Westchester, State of New York, a certain parcel of land situated in Falmouth, Barnstable County, Massachusetts, on Jenkins' Neck, so-called, containing 300 acres of land more or less, being three contiguous parcels bounded and described as follows:-

FIRST PARCEL:-

BEGINNING at a stone bound located on the boundary line between the properties formerly of Foster Jenkins and land formerly of John H. Robinson, said stone bound being about two rods from Childs' River, so-called;
THENCE running Westerly in said boundary line to a stone bound standing by an old road and cranberry bog property now or formerly of William A. Tobey;
THENCE Northerly by said old road to the County Road;
THENCE Easterly by said County Road to an old road leading from Fresh Pond to Jenkins' Wharf;
THENCE Southeasterly by last named road to a stone bound in said road;
THENCE in the line of an old road to the Southwesterly corner of Jenkins' Wharf, marked by a stone bound;
THENCE by said wharf to Childs' River;
THENCE Southerly by Childs' River to a stone bound standing on the Northerly side of Robinson's Wharf;
THENCE North 44° 30' West eighty-one feet to a stone bound;
THENCE South 22° West two hundred eighty-three feet to a stone bound;
THENCE South 64° East forty-nine and 7/10 feet to a stone bound and Childs' River;
THENCE South by said River to the first-named boundary line and other land formerly of Adelaide Ovington now of the grantors;
THENCE West about two rods to the point of beginning;

(See Plan attached in Folio Book 72, Page 109.)

Subject to the rights, if and in so far as the same are now in legal force and applicable, of William A. Tobey, (or his heirs and assigns) over a right of way in the line of the Fresh Pond Road from Jenkins' Wharf to the County Road; also subject to the rights, if and in so far as the same are now in legal force and applicable, of said William A. Tobey, his heirs and assigns forever, to cut and to keep clear of bushes and trees a strip of land fifty feet in width parallel to and adjoining his cranberry bog property together with the privilege to take therefrom sand and other materials for the purposes that may be required from time to time as set forth in deed from William A. Tobey to said Adelaide Ovington, dated April 20, 1913, and recorded with Barnstable Deeds, Book 323, Page 381.

For title references to the above described premises see deeds William A. Tobey to Adelaide Ovington dated April 20, 1913 and recorded with said Barnstable County Deeds, Book 323, Page 381 and dated May 14, 1913 and recorded with Barnstable County Deeds, Book 320, Page 365. Reference is also made to the plan entitled, "Plan of the Northern End of Jenkins' Neck, East Falmouth, Mass." dated April 3, 1913 and drawn by W. A. Tobey, being the same plan referred to in said deed first above referred to, the same to be filed in said Barnstable County Registry of Deeds herewith.

SECOND PARCEL:-

Also one other parcel of land formerly known as West Wharf or as Robinson's Wharf, situated near the Northeasterly part of the hereinbefore described premises, near White's Landing, and is bounded on all the landward sides by the hereinbefore described premises and on the Easterly side by Childs' River.

For title references see deed William B. Chadcock to William A. Tobey dated March 21, 1913, recorded with Barnstable County Deeds, Book 320, Page 336, and the above first-mentioned deed from William A. Tobey to Adelaide Ovington recorded with said Deeds, Book 323, Page 381.

THIRD PARCEL:-

Also another certain tract of land situated on said Jenkins' Neck, so-called, and bounded and described as follows:-

BEGINNING at a stone bound located on the boundary line between the properties formerly of Foster Jenkins and of John E. Robinson, deceased, and about two rods from Childs' River (so-called);

-2-

THENCE	running Easterly in the same range to said Childs' River;
THENCE	Southerly by said River to Eel Pond, so-called;
THENCE	by the margin of said Pond in a varying Southerly and Westerly direction around the point and continuing by said margin Northerly and Northeasterly to the headwaters thereof to land now or formerly of W. A. Tobey;
THENCE	by said Tobey's land to a stone bound located at the Westerly end of the aforesaid Jenkins-Robinson boundary line;
THENCE	Easterly in said boundary line, (a ridge and marked trees) to the first-mentioned bound and point of beginning;

Together with a right of way to and from said granted premises over a dyke or dam now or formerly of W. A. Tobey and following the travelled road by an old cemetery near the land formerly of William Crocker to the State Highway;

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Also with a right of way to and from said premises over a road or avenue through the centrally located land now or formerly of said Tobey extending from the granted premises northerly to the said State Road in a straight line as set forth in deed from Howard Swift A. L. to said Adelaide Ovington, dated July 2, 1912, and recorded with said Barnstable Deeds, Book 313, Page 318. C O P Y

The above described property was conveyed by the said Adelaide Ovington and Earle Ovington to The Atomic Corporation by deed duly recorded as aforesaid, Book 498, Page 543, and by The Atomic Corporation to the said Trustees of the Ovington Point Trust by deed dated April 30, 1936, recorded as aforesaid, Book 520, Page 405.

O F F I C I A L O F F I C I A L

This conveyance is made subject to a lease or grant of a right of way over a strip of land thirty feet wide across said premises extending from said County Road Southwesterly 4,970 feet more or less, and thence extending Southeasterly 270 feet more or less to mean low water line of said Childs' River at the center of the bridge leading from the granted premises to Washburn Island. This right of way expires at the expiration of six months after the date of termination of the unlimited National Emergency as declared by the President of the United States on May 27, 1941 or on June 30, 1946 whichever event sooner occurs.

There is also conveyed all the right, title and interest of said trustees in and to all conduits, pipes, wires, basins, manholes and erections constructed on or under the premises above described by the United States of America pursuant to said grant or lease and prior grants or leases.

-3-

There is excepted from the foregoing granted and described premises a certain parcel of land which is a public landing of the Town of Falmouth located on Childs' River between land formerly of William A. Tobey, now of Harold A. Davis et ux and that parcel of land shown as "Robinson Wharf" on said W. A. Tobey plan dated April 3, 1913 hereinabove referred to and the land contained in the public way extending from the County Road to said Town Landing.

Said premises are conveyed subject to the Town of Falmouth taxes assessed as of January 1, 1946.

IN WITNESS WHEREOF we, the said Amos L. Taylor and Orvil W. Smith as Trustees as aforesaid, but not individually, hereunto set our hands and seals this eighth day of January in the year one thousand nine hundred forty-six.

Amos L. Taylor
Orvil W. Smith
Trustees of Ovington Point Trust

The Commonwealth of Massachusetts

A3

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148

1-930.00 Revenue Stamp cancelled 788 1/22/46
 6-85.00 " " " " " "
 2-89.00 " " " " " "

Suffolk

ss.

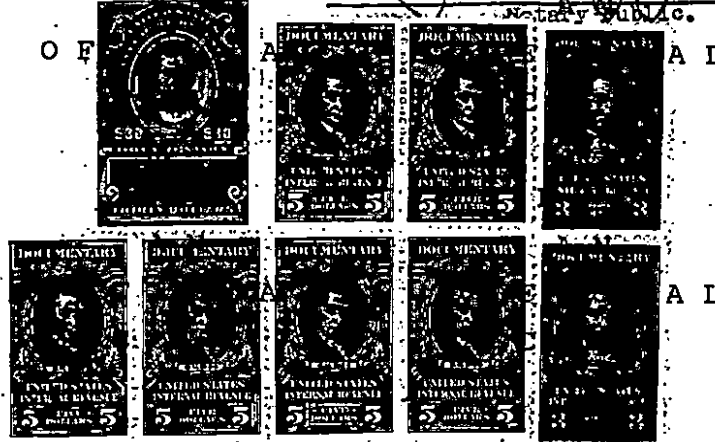
January 29,

1946.

Then personally appeared the above-named Amos L. Taylor and Orvil W. Smith, trustees as aforesaid, and acknowledged the foregoing instrument to be their free act and deed before me

N O T

Notary Public.



Barnstable, ss., Received January 22, 1946, and is recorded.

I, Raymond H. Stotter, of Scituate, in the County of Westchester, State of New York, being married to Janet S. Stotter, for consideration paid, grant to Amos L. Taylor of Belmont and Orvil W. Smith of Waketield, both in the County of Middlesex, Commonwealth of Massachusetts, as they are Trustees of the Ovington Point Trust under a Declaration of Trust dated September 1, 1933, and recorded with Barnstable County Deeds, Book 522, Page 235, with MORTGAGE COVENANTS, to secure the payment of Fifty thousand (\$50,000.) dollars, in five (5) years with three (3%) per centum interest per annum payable semi-annually as provided in a note of ever date, a certain parcel of land situated in Falmouth, Barnstable County, Massachusetts, on Jenkins' Neck, so-called, containing 300 acres of land more or less, being three contiguous parcels bounded and described as follows:

FIRST PARCEL:-

BEGINNING at a stone bound located on the boundary line between the properties formerly of Foster Jenkins and land formerly of John H. Robinson; said stone bound being about two rods from Childs' River, so-called; running westerly in said boundary line to a stone bound standing by an old road and cran-

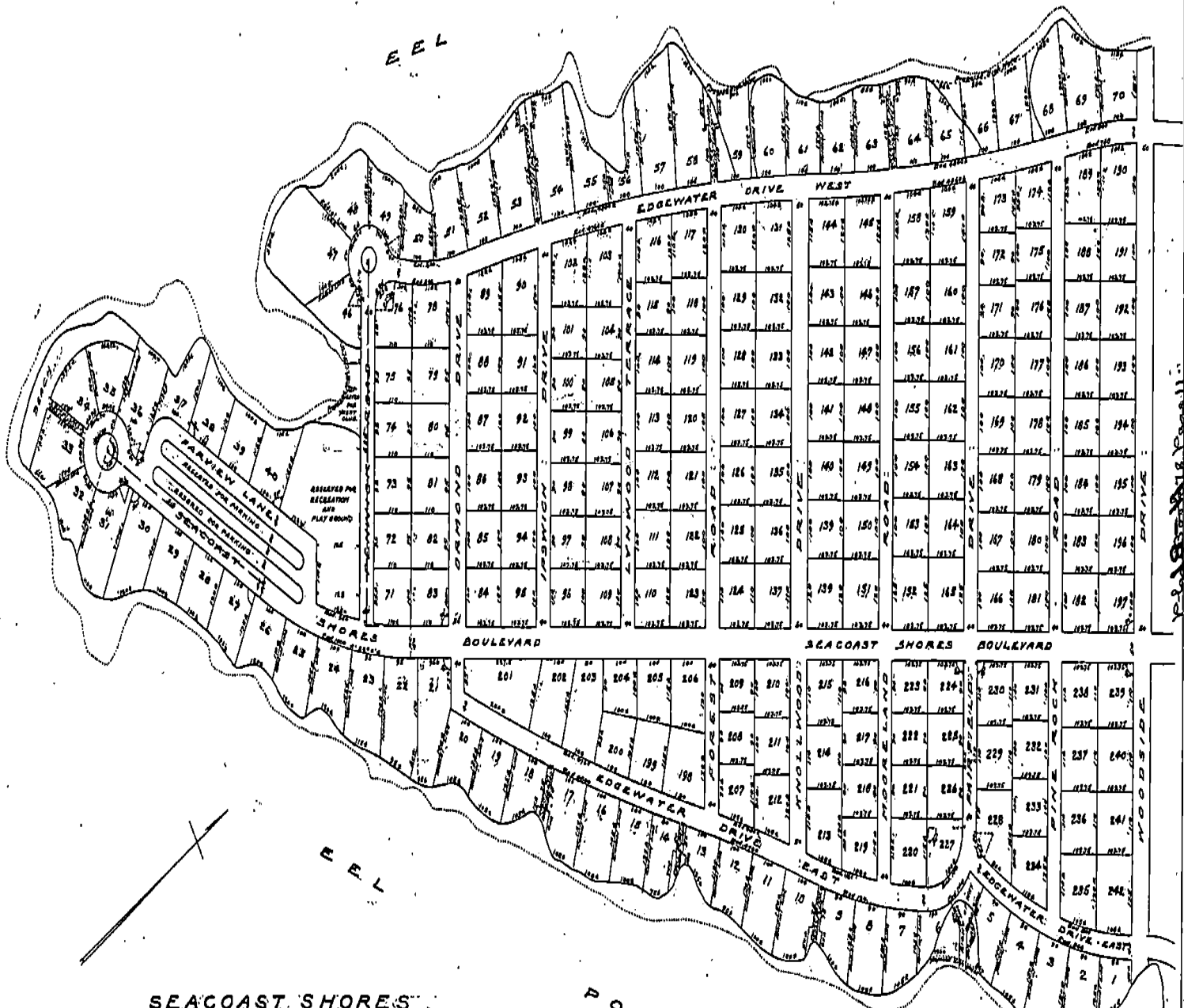
A4

(See Partial Release in Book 754, Page 160) (See Partial Release in Book 757, Page 179)
 " " " " 754 " 161 " " " 757 " 266
 " " " " 754 " 162 " " " 757 " 594

78-11

POND

EEL



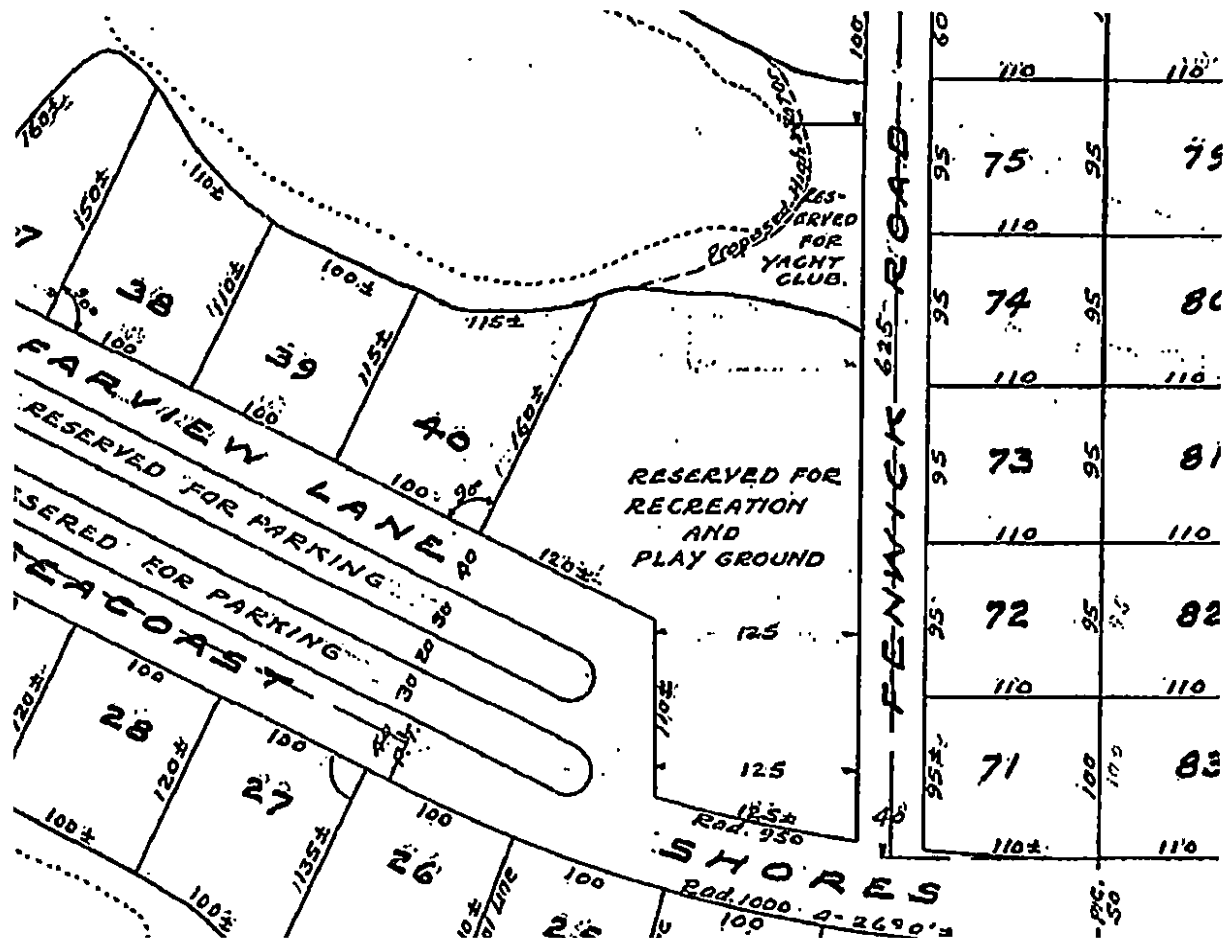
SEACOAST SHORES
PALM BEACH, FLA.
YACHT CLUB SECTION
SURVEYED BY FREDERICK G. HARRIS, SURVEYOR, HENRY HARRIS & SONS, INC.
SCALE: 1"=100'
APR. 18-1947

I hereby certify this map to be substantially correct
Frederick G. Harris
SURVEYOR

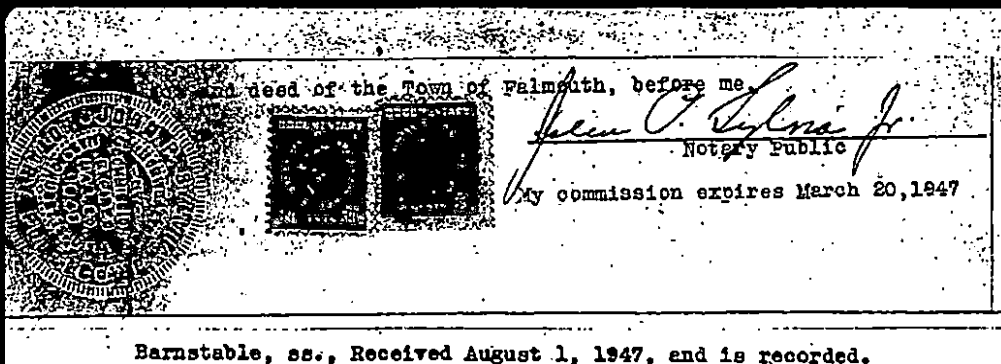
Approved May 1947
Board of Survey
William G. Smith
James P. Smith
James P. Smith

UNRECORDED
PROPERTY OF DEEDS
JUL 6-1947
2.25 PM
RECORDED

B1



From Seacoast Shores, Plan Book 78, Pg. 11, Barnstable Reg. of Deeds (5/6/1947)



Barnstable, ss., Received August 1, 1947, and is recorded.

I, RAYMOND H. STOTTER, of Scarsdale, in the County of Westchester, State of New York, being married, for consideration paid, grant to SEACOAST SHORES, INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts with its principal place of business in Falmouth, Barnstable County, Massachusetts, with QUIRCCLAIM COVENANTS, a certain parcel of land situated in Falmouth, Barnstable County, Massachusetts, on Jenkins' Neck, so-called, containing 300 acres of land more or less, being three contiguous parcels bounded and described as follows:-

FIRST PARCELS:-

BEGINNING at a stone bound located on the boundary line between the properties formerly of Foster Jenkins and land formerly of John H. Robinson, said stone bound being about two rods from Childs' River, so-called;
THENCE running Westerly in said boundary line to a stone bound standing by an old road and cranberry bog property now or formerly of William A. Tobey;
THENCE Northerly by said old road to the County Road;
THENCE Easterly by said County Road to an old road leading from Fresh Pond to Jenkins' Wharf;
THENCE Southeasterly by last named road to a stone bound in said road;
THENCE in the line of an old road to the Southwesterly corner of Jenkins' Wharf, marked by a stone bound;
THENCE by said wharf to Childs' River;
THENCE Southerly by Childs' River to a stone bound standing on the Northerly side of Robinson's Wharf;
THENCE North 44° 30' West eighty-one feet to a stone bound;
THENCE South 22° West two hundred eighty-three feet to a stone bound;
THENCE South 64° East forty-nine and 7/10 feet to a stone bound and Childs' River;
THENCE South by said River to the first-named boundary line and other land formerly of Adelaide Ovington now of the grantors;
THENCE West about two rods to the point of beginning.

Subject to the rights, if and in so far as the same are now in legal force and applicable, of William A. Tobey, (or his heirs and assigns) over a right of way in the line of the Fresh Pond Road from Jenkins' Wharf to the County Road; also subject to the rights, if and in so far as the same are now in legal force and applicable, of said William A. Tobey, his heirs and assigns forever, to cut and to keep clear of bushes and trees a strip of land fifty feet in width parallel to and adjoining his cranberry bog property, together with the privilege to take therefrom said and other materials for cranberry bog purposes that may be required from time to time as set forth in deed from William A. Tobey to said Adelaide Ovington, dated April 24, 1913, and recorded with Barnstable Deeds, Book 323, Page 331.

1-50 of Barnstable County, ss. 11/12/43.
1-50 of Barnstable County, ss. 11/12/43.
675
289

21
72-109
/

675

300

For title reference to the above described premises see deeds William A. Tobey to Adelaide Ovington dated April 24, 1913 and recorded with said Barnstable County Deeds, Book 323, Page 381 and dated May 14, 1913 and recorded with Barnstable County Deeds, Book 320, Page 385. Reference is also made to the plan entitled, "Plan of the Northern End of Jenkins' Neck, East Falmouth, Mass." dated April 3, 1913 and drawn by W. A. Tobey, being the same plan referred to in said deed first above referred to, being filed in said Barnstable County Registry of Deeds.

SECOND PARCEL:-

Also one other parcel of land formerly known as West Wharf or as Robinson's Wharf, situated near the Northeastly part of the hereinbefore described premises, near White's Landing, and is bounded on all the landward sides by the hereinbefore described premises and on the Easterly side by Childs' River.

For title references see deed William B. Shaddock to William A. Tobey dated March 21, 1913, recorded with Barnstable County Deeds, Book 320, Page 336, and the above first-mentioned deed from William A. Tobey to Adelaide Ovington recorded with said Deeds, Book 323, Page 381.

THIRD PARCEL:-

Also another certain tract of land situated on said Jenkins' Neck, so-called, and bounded and described as follows:-

BEGINNING at a stone bound located on the boundary line between the properties formerly of Foster Jenkins and of John H. Robinson, deceased and about two rods from Childs' River (so-called);
THENCE running Easterly in the same range to said Childs' River;
THENCE Southerly by said River to Eel Pond, so-called;
THENCE by the margin of said Pond in a varying Southerly and Westerly direction around the point and continuing by said margin Northerly and Northeastly to the headwaters thereof to land now or formerly of W. A. Tobey;
THENCE by said Tobey's land to a stone bound located at the Westerly end of the aforesaid Jenkins-Robinson boundary line;
THENCE Easterly in said boundary line, (a ridge and marked trees) to the first-mentioned bound and point of beginning.
 Together with a right of way to and from said granted premises over a dyke or dam now or formerly of W. A. Tobey and following the travelled road by an old cemetery near the land formerly of William Crocker to the State Highway;

Also with a right of way to and from said premises over a road or avenue through the centrally located land now or formerly of said Tobey extending from the granted premises Northerly to the said State Road in a straight line, as set forth in deed from Howard Swift to said Adelaide Ovington, dated July 2, 1912, and recorded with said Barnstable Deeds, Book 313, Page 319.

There is excepted from the foregoing granted and described premises a certain parcel of land which is a public landing of the Town of Falmouth located on Childs' River between land formerly of William A. Tobey, now of Harold A. Davis et ux and that parcel of land shown as "Robinson Wharf" on said W. A. Tobey plan dated April 3, 1913 hereinabove referred to and the land contained in the public way extending from the County Road to said Town Landing.

Being and hereby conveying those parcels of land described in deed from Amos L. Taylor and Orvil W. Smith, Trustees of the Ovington Point Trust to the grantor Raymond E. Stotter, dated January 8, 1946 and recorded on January 22, 1946 with Barnstable Registry of Deeds Book 640, Page 145.

Said premises are conveyed subject to a mortgage given by Raymond E. Stotter to said Amos L. Taylor and Orvil W. Smith, Trustees of the Ovington Point Trust, dated January 8, 1946 and recorded with said Barnstable County Deeds, Book 640 Page 146 which mortgage the grantee herein hereby assumes and agrees to pay.

I, JANET S. STOTTER, wife of said grantor, RAYMOND H. STOTTER release to the grantee all rights of Dower and Homestead and other interests in the granted premises.

WITNESS our hands and seals this 21st day of July 1947



Raymond H. Stotter
Janet S. Stotter

COMMONWEALTH OF MASSACHUSETTS

Barnstable ss.

July 21, 1947

Then personally appeared the above named RAYMOND H. STOTTER and acknowledged the foregoing instrument to be his free act and deed, before me

Samuel P. Sylva
Notary Public
My commission expires

Barnstable, ss., Received August 1, 1947, and is recorded.

I, Anna Slasher, otherwise known as Anna Slessor

of Somerville, Middlesex County, Massachusetts, being unmarried, for consideration paid, grant to Harold Clifford Saulter

of Provincetown, Barnstable County, Massachusetts with quitclaim covenants

the land in Provincetown together with the building thereon known as no. 497 Commercial Street bounded and described as follows:

(Description and encumbrances, if any)

Northwesterly by Commercial Street twenty-four and 92/100 (24.92) feet,

Easterly by land of Alth us I. Freeman one hundred thirty-four (134) feet,

Southerly by Provincetown Harbor twenty-six (26) feet,

Westerly by land of Louis Silva one hundred thirty-five and 22/100 (135.22) feet,

For more particular description see plan of land in Provincetown belonging to Anna Slasher dated June 1947 Francis J. Alves C.S. Provincetown to be recorded herewith.

For title see will of Manuel D. James duly probated Barnstable County Probate Case no. 27302.



Witness my hand and seal this 16th day of July 1947

675

301

Barnstable County Registry of Deeds

RECORDED LAND BY NAME

REQUESTED BY (RG).....

SURNAME/GIVEN NAME.....SEACOAST SHORES INC

TYPES OF NAMES.....*ALL

DOC TYPES.....*ALL

INDEX DATES...Jan 1, 1742 thru Apr 9, 2021 #24537 @ 12:15

John F. Meade

INQUIRY PRINT REQUEST

PAGE 1

PRINTED: 4/09/21 12:24:36

RG340RP

TOWN: FALM

WEBSEVER

ALL YEARS BY NAME

TRANSACTION #:

\$ 0.00

DATE RECEIVED	TIME INST#	SURNAME RECEIVED	GIVEN NAME	REVERSE PARTY	BOOK-PAGE	DOCUMENT TYPE	DESCRIPTION TOWN OTHER
*** GRANTORS ***							
SEACOAST SHORES INC							
10-08-1947	7533	SAME			680 106	VOTE	SEE INSTRUMENT
11-20-1947	8905	SAME		1947 ENGSTROM, LILLIAN R	683 133	DEED	FALM LOT 9 SEC K 77/123
11-26-1947	9048	SAME		BENOIT, EVA M	683 315	DEED	FALM LOT 12 SEC K 77/123
12-19-1947	9774	SAME		CARDOZE, ERNEST	685 68	DEED	FALM LOT 56 SEC D 77/123
05-27-1948	4276	SAME			695 82	VOTE	SEE INSTRUMENT
05-27-1948	4277	SAME		SAILCOAST SHORES INC	695 83	DEED	FALM B/CHILDS RIVER JENKINS NE
10-28-1948	9557	SAME		THUMM, C MRS (&H)	706 130	DEED	FALM LOT 90 SEC K 77/123
11-03-1948	9767	SAME		BUTTS, RICHARD J (&H)	706 409	DEED	FALM LOT 58 SEC K 77/123
12-16-1948	11271	SAME		see NOTE 1 MARANDOS, EVANGELINE C	709 557	DEED	FALM LOT 13 SEC K 77/123
06-14-1949	4966	SAME		SAILCOAST SHORES INC	722 330	DEED	FALM SEE INSTRUMENT
12-01-1949	10901	SAME		ROBERGE, LEONCE	735 380	DEED	FALM LOTS 5-8 10 SEC K 77/123
04-12-1951	3017	SAME		GREVENOW, VERONICA	780 206	DEED	FALM LOT 28 SEC K 77/123
06-27-1951	5848	SAME		1951 JONES, HARRY W JR (&O)	786 520	DEED	FALM LOT 15 SEC K 77/123
11-12-1959	14564	SAME		1959 GATEWAY DEVELOPMENT CO	1060 92	DEED	FALM LOT 62 SEC K 77/123
02-25-1985	9322	SAME			4427 345	CERTIFICATE	CNTY SEE INSTRUMENT
02-25-1985	9324	SAME		1985 PACELLA, JOHN A	4427 347	DEED	FALM 59 SEC H 77/123
*** GRANTEES ***							
SEACOAST SHORES INC							
08-01-1947	5543	SAME		STOTTER, JANET S (&H)	675 299	DEED	FALM B/CHILDS RIVER JENKINS NE
09-28-1948	8431	SAME		OVINGTON, ADELAIDE	703 501	DEED	FALM SEE INSTRUMENT
06-16-1999	47778	1:21:00p	SAME (&O)	FALMOUT (CONSERVATION)	12343 131	CERTIFICATE OF COMPLIANCE	FALM 11025/346

----- RUN TOTALS -----

16 GRANTORS LISTED

3 GRANTEES LISTED

NOTE 1 This list from the Registry misses a 2nd deed to Marandos also 12-16-1948 found at Book 709-556 for Lot 14, which also has the HOA clause. The total, including the Lot 14 deed, is 10 deeds for 14 lots with HOA clause.

1404 Deeds
1/31/22

HOA Deeds

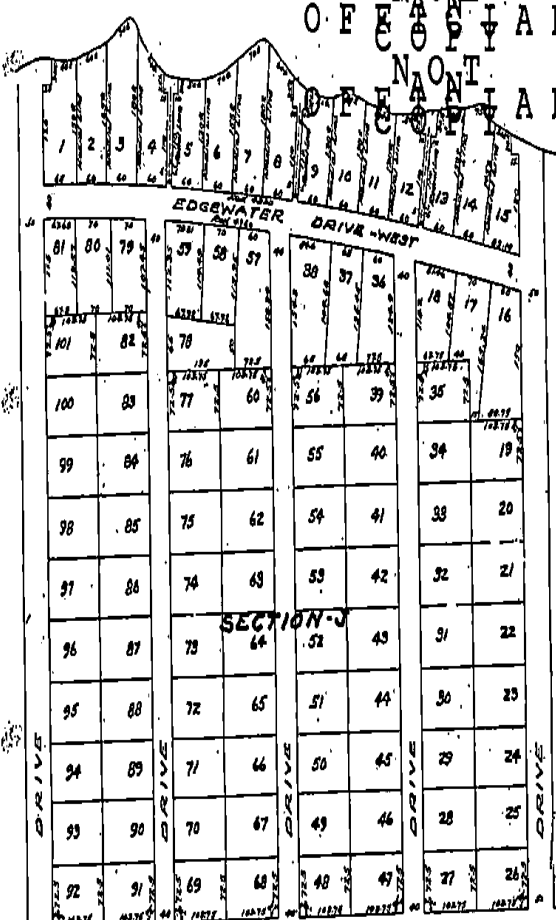
D1

77-123

EEL

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**SEACOAST SHORES
FALMOUTH MASS**

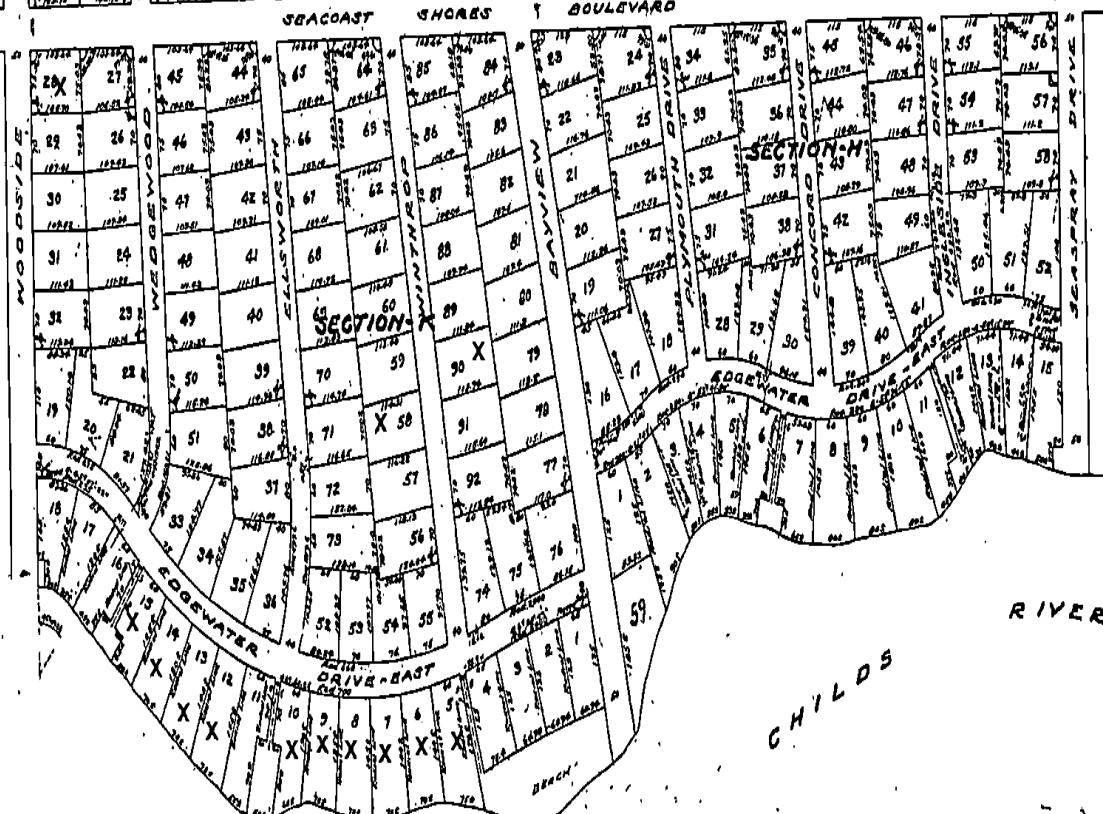
SECTIONS - H, J, & K

SURVEYED BY FREDERICK C. HANN - SURVEYOR, NEW HAVEN - CONN.
SCALE - 1" = 100' APR. 10 - 1907



I hereby certify this map to be substantially correct
Frederick C. Hann
SURVEYOR

*Original & map of map
77-123-97
William C. Hann
Falmouth, Mass.
12/12/1907*



Plan Book 77 Page 123

RIVER

CHILDS

13 Section K Lots with HOA Clause in Deeds; plus Section D, Lot 56

EEL

POND

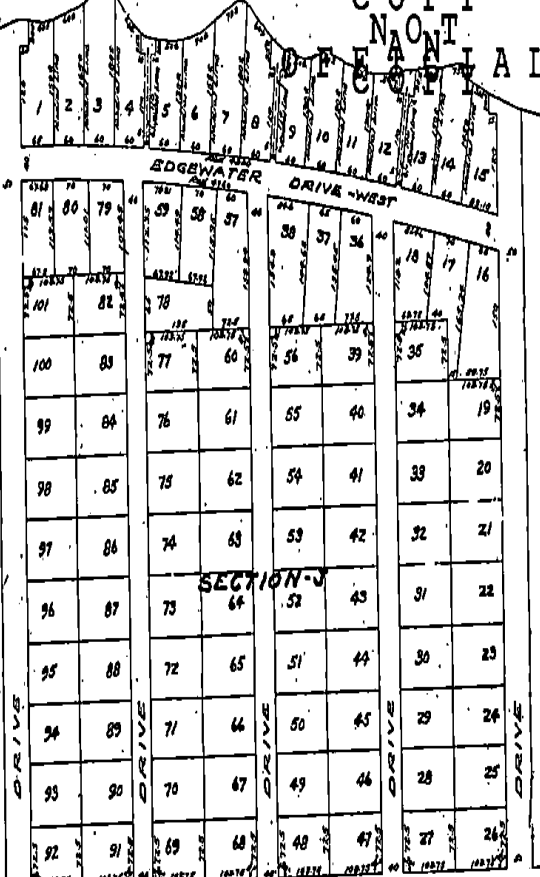
77-123

77-123

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**SEACOAST SHORES
PALMOUTH MASS**

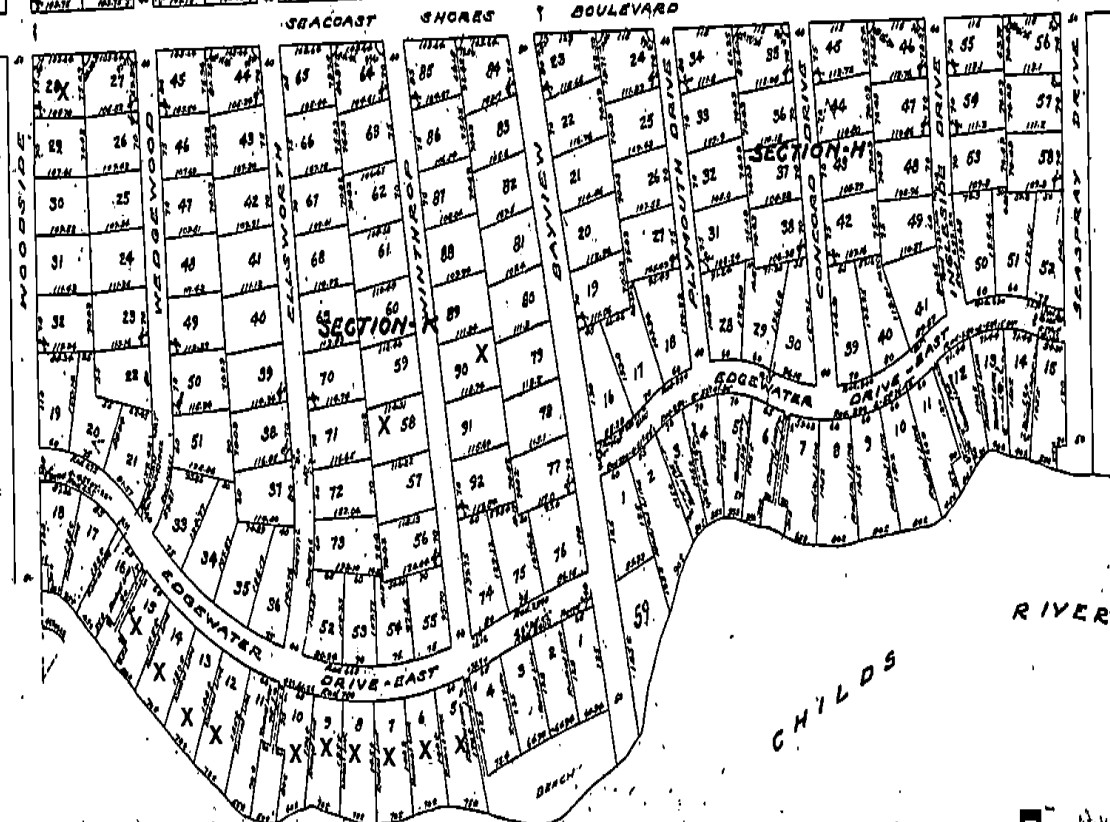
SECTIONS - H, J & K

SURVEYED BY FREDERICK C. HAHN, SURVEYOR, NEW HAVEN - CONN.
SCALE: 1" = 100' APR. 10, 1948



I hereby certify this map to be substantially correct.
Frederick C. Hahn
Surveyor

*Approved & sealed as map
of 108-97
William C. Engle
Platting Engineer
New Haven, Conn.*



Plan Book 77 Page 123

13 Section K Lots with HOA Clause in Deeds; plus Section D, Lot 56

EEL

POND

77-123

D

786

520

Failure to comply with the conditions under which this mortgage is written or failure to make any of the payments as required in the note secured hereby within thirty (30) days from the date when the same becomes due notwithstanding any license or waiver of any prior breach of condition shall make the whole of the balance of said principal sum immediately due and payable at the option of the holder hereof.

The holder hereof shall have the STATUTORY POWER OF SALE for any breach of any of the conditions or provisions of this mortgage or the note secured hereby.

We, Stanley J. Werzanski and Dorothy M. Werzanski ^{husband and wife} of said mortgagor s

release to the mortgagee all rights of tenancy by the curtesy dower and homestead and other interests in the mortgaged premises.

Witness our hand s and seals this 27th day of June 1951

Stanley J. Werzanski
Dorothy M. Werzanski

The Commonwealth of Massachusetts

Barnstable ss. June 27, 1951

Then personally appeared the above named Stanley J. Werzanski and

Dorothy M. Werzanski

and acknowledged the foregoing instrument to be their free act and deed, before me

Harold J. Jones
Notary Public

My Commission Expires March 17 1955

Barnstable, ss., Received June 27, 1951, and is recorded.

Deed

SEACOAST SHORES, INC., a Corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business in the Town of Falmouth, Barnstable County, in said Commonwealth of Massachusetts, for consideration paid, grants to HARRY W. JONES, JR. AND MARIE E. JONES of Taunton State of Massachusetts, as tenants by the entirety and not tenants in common, with QUITCLAIM COVENANTS, the land in said Falmouth shown as Lot 15 Section K, on a plan entitled Subdivision of Section H-J-K at Seacoast Shores, Falmouth, Cape Cod, Massachusetts, dated April 10th, 1947 and made by Frederick G. Hahn, Civil Engineer, and filed with the Barnstable County Registry of Deeds in Plan Book 77, Page 123

41 Orchard St.

786

522

State of New York
County of New York
City of New York

No. 28332

ARCHIBALD R. WATSON, County Clerk and Clerk of the Supreme Court, New York County,
acting as a Court of Record having by law a seal, DO HEREBY CERTIFY, that

Norman Bank

has subscribed to the certificate of proof or acknowledgment of the annexed instrument, the time of taking the same a COMMISSIONER OF DEEDS in and for the County of New York, duly commissioned and sworn, and qualified to act as such; that the said Commissioner of Deeds, he was duly authorized by the laws of the State of New York to take affidavits and certify the acknowledgment of such deeds and other written instruments to be read in evidence or recorded in the County of New York; and that I have compared the signature of such Commissioner of Deeds with the signature filed in my office and believe that his signature to such proof is genuine.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, this 12th day of June 1951

FEE PAID 24

County Clerk and Clerk of the Supreme Court, New York County

Barnstable, ss., Received June 27, 1951, and is recorded.

Know All Men by These Presents

That we, CHESTER A. HOWELL and LILLIAN W. HOWELL, husband and wife, both of Barnstable (Hyannis), Barnstable County, Massachusetts,

(hereinafter called the Mortgagor) for consideration paid, hereby grant unto the Institution for Savings in Roxbury, a corporation duly established by law in Boston, Suffolk County, Massachusetts, with mortgage covenants to secure payment of Seven Thousand Five Hundred (\$7,500)

with the provision that Fifty-nine and 31/100 (\$59.31) Dollars are to be paid each month, beginning one (1) month from the date hereof, to be applied first in payment of interest and the balance in reduction of the principal, the whole to be payable in fifteen (15) years from this date, with interest to be paid monthly at the rate of five (5%) per centum per annum,

as provided in one certain note of even date, and also to secure the performance of all obligations and agreements herein contained,

the land together with the buildings thereon situate in Barnstable (Hyannis), Barnstable County, Massachusetts, bounded and described as follows:

NORTHERLY	by	Lot 11 as shown on hereinafter mentioned plan, ninety-seven and 10/100 (97.10) feet;
EASTERLY	by	Brookshire Road, sixty-nine and 21/100 (69.21) feet;
SOUTHERLY	by	Lot 9, as shown on said plan, ninety-six and 02/100 (96.02) feet; and
WESTERLY	by	land of Helen G. Lyons, L.C. 16441-B, sixty-nine and 22/100 (69.22) feet.

See Exchange in Book 10416, Page 595.

and directed to execute and deliver to said Sandy Beach Shores, Inc. or its nominee for and in behalf of the corporation and under its corporate seal a good and sufficient deed to said land and to do all things necessary and proper to consummate said sale and to carry out and execute this vote."

I hereby certify the foregoing to be a true extract from the records of the meeting above mentioned; that at said meeting there were present all the Directors and all the Stockholders of the corporation; that the stock of the corporation issued and outstanding at the time of said meeting was 100 shares, and that all of said shares were voted in the affirmative, and no shares were voted in the negative.

I further certify that RAYMOND H. STOTTER is the President and Treasurer of said Seacoast Shores, Inc.



Lawrence D. Luce
Clerk, Seacoast Shores, Inc.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, SS

Falmouth, Massachusetts

Then personally appeared the above-named LAWRENCE D. LUCE who made oath that he is the Clerk of Seacoast Shores, Inc., and that the above is a true record of a vote taken at a special combined meeting of the stockholders and Directors of said Seacoast Shores, Inc. held May 11, 1948, before me this 25th day of May, 1948.

John P. Sylva Jr.
Notary Public
My commission expires March 12, 1954
JOHN P. SYLVA JR.

Barnstable, ss., Received May 27, 1948, and is recorded.

SEACOAST SHORES, INC., a corporation duly organized and existing under the laws of the Commonwealth of Massachusetts, with its principal place of business in Falmouth, Barnstable County, Massachusetts, for consideration paid, grants to SAITCOAST SHORES, INC. ----- a corporation duly organized and existing under the laws of said Commonwealth of Massachusetts and having its principal place of business in Boston, Suffolk County, in said Commonwealth, with QUIET ENJOYMENT COVENANTS, a certain parcel of land situated in Falmouth, Barnstable County, Massachusetts, on Jenkins' Neck, so-called, containing 300 acres of land more or less, being three contiguous parcels bounded and described as follows:-

FIRST PARCEL:

BEGINNING at a stone bound located on the boundary line between the properties formerly of Foster Jenkins and land formerly of John H. Robinson, said stone bound being about two rods from Childs' River, so-called;

THENCE running Westerly in said boundary line to a stonebound standing

See Confirmatory Deed in Book 192, Page 330

by an old road and cranberry bog property now or formerly of William A. Tobey;

THENCE Northerly by said old road to the County Road;

THENCE Easterly by said County Road to an old road leading from Fresh Pond to Jenkins' Wharf;

THENCE Southeasterly by last named road to a stone bound in said road;

THENCE in the line of an old road to the Southwesterly corner of Jenkins' Wharf, marked by a stone bound;

THENCE by said wharf to Childs' River;

THENCE Southerly by Childs' River to a stone bound standing on the Northerly side of Robinson's Wharf;

THENCE North 44° 30' West eighty-one feet to a stone bound;

THENCE South 22° West two hundred eighty-three feet to a stone bound;

THENCE South 64° East forty-nine and 7/10 feet to a stone bound and Childs' River;

THENCE South by said River to the first-named boundary line and other land formerly of Adelaide Ovington;

THENCE West about two rods to the point of beginning.

Subject to the rights, if and in so far as the same are now in legal force and applicable, of William A. Tobey, (or his heirs and assigns) over a right of way in the line of the Fresh Pond Road from Jenkins' Wharf to the County Road; also subject to the rights, if and in so far as the same are now in legal force and applicable, of said William A. Tobey, his heirs and assigns forever, to cut and to keep clear of bushes and trees a strip of land fifty feet in width parallel to and adjoining his cranberry bog property, together with the privilege to take therefrom sand and other materials for cranberry bog purposes that may be required from time to time as set forth in deed from William A. Tobey to said Adelaide Ovington, dated April 24, 1913, and recorded with Barnstable Deeds, Book 323, Page 381.

For title reference to the above described premises see deeds William A. Tobey to Adelaide Ovington dated April 24, 1913 and recorded with said Barnstable County Deeds, Book 323, Page 381 and dated May 14, 1913 and recorded with Barnstable County Deeds, Book 320, Page 365. Reference is also made to the plan entitled "Plan of the Northern End of Jenkins' Neck, East Falmouth, Mass." dated April 3, 1913 and drawn by W. A. Tobey, being the same plan referred to in said deed first above referred to, being filed in said Barnstable

County Registry of Deeds.

SECOND PARCEL:

Also one other parcel of land formerly known as West Wharf or as Robinson's Wharf, situated near the Northeasterly part of the hereinbefore described premises, near White's Landing, and is bounded on all the landward sides by the hereinbefore described premises and on the Easterly side by Childs' River.

For title references see deed William B. Shaddock to William A. Tobey dated March 21, 1913, recorded with Barnstable County Deeds, Book 320, Page 336, and the above first-mentioned deed from William A. Tobey to Adelaide Ovington recorded with said Deeds, Book 323, Page 381.

THIRD PARCEL:

Also another certain tract of land situated on said Jenkins' Neck, so-called, and bounded and described as follows:-

BEGINNING at a stone bound located on the boundary line between the properties formerly of Foster Jenkins and of John H. Robinson, deceased and about two rods from Childs' River (so-called);

THENCE running Easterly in the same range to said Childs' River;

THENCE Southerly by said River to Bel Pond, so-called;

THENCE by the margin of said Pond in a varying Southerly and Westerly direction around the point and continuing by said margin Northerly and Northeasterly to the headwaters thereof to land now or formerly of W. A. Tobey;

THENCE by said Tobey's land to a stone bound located at the Westerly end of the aforesaid Jenkins-Robinson boundary line;

THENCE Easterly in said boundary line, (a ridge and marked trees) to the first-mentioned bound and point of beginning.

Together with a right of way to and from said granted premises

...or from now or formerly of W. A. Tobey and following the travelled road in an old cemetery near the land formerly of William Crocker to the State Highway.

Also with a right of way to and from said premises over a road or avenue through the centrally located land now or formerly of said Tobey extending from the granted premises Northerly to the said State Road in a straight line, as set forth in deed from Howard Swift to said Adelaide Ovington, dated July 2, 1912, and recorded with said Barnstable Deeds, Book 313, Page 319.

There is excepted from the foregoing granted and described premises a certain parcel of land which is a public landing of the Town of Falmouth located on Childs' River between land formerly of William A. Tobey, now of Harold A. Davis et ux and that parcel of land shown as "Robinson Wharf" on said W. A. Tobey plan dated April 3, 1913 hereinabove referred to and the land contained in the public way extending from the County Road to said Town Landing.

There are also expressly excepted from the foregoing granted and described premises and excluded therefrom certain lots of land heretofore conveyed or sold therefrom which parcels of land so excepted and excluded are as follows:-

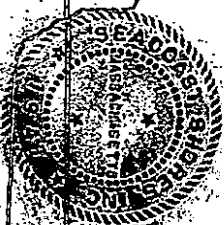
Those Lots numbered 38, 15, 13, 62, 90, 28, 12, 9, 5, 6, 7, 8, 10, and 14, all in Section K and the Lot numbered 59 in Section H, which said Lots are shown on a subdivision plan entitled "SEACOAST SHORES Falmouth, Mass. Sections H - J & K, Surveyed by Frederick C. Hahn - Surveyor, New Haven, Conn. Scale 1 in. = 100 Ft. Apr. 10-1947" which plan is filed with Barnstable County Registry of Deeds, Plan Book 77, Page 123; and also there is expressly excepted from the foregoing granted and described premises and excluded therefrom the Lot numbered 56 in Section D. which said Lot is shown on a Plan entitled "SEACOAST SHORES Falmouth, Mass. Sections - A - B - C - D Surveyed by Frederick C. Hahn, Surveyor, New Haven, Conn. Scale 1 in. = 100 Ft. Apr. 15-1947"

filed in Barnstable County Registry of Deeds, Plan Book 78, Page 13.

For title references, see deed Amos L. Taylor and Orvil W. Smith, Trustees of the Ovington Point Trust to Raymond H. Stotter dated January 8, 1946 and recorded with Barnstable County Deeds, Book 640, Page 145 and deed of Raymond H. Stotter to Seacoast Shores, Inc. dated July 21, 1947 and recorded with Barnstable County Deeds, Book 675, Page 299.

Said premises are conveyed subject to a Mortgage given by Raymond H. Stotter to Amos L. Taylor and Orvil W. Smith, Trustees of the Ovington Point Trust, dated January 8, 1946 and recorded with Barnstable County Deeds, Book 640, Page 148.

IN WITNESS WHEREOF the said Seacoast Shores, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Raymond H. Stotter, its President and Treasurer, and Lawrence D. Luce, its Clerk, they being hereto duly authorized, this 22 day of May in the year one thousand nine hundred and forty-eight.



Raymond H. Stotter
President and Treasurer
Lawrence D. Luce
Clerk

STATE OF NEW YORK

County of *Westchester*

22 May 1948

Personally appeared the above-named RAYMOND H. STOTTER, its President and Treasurer, and ~~Lawrence D. Luce~~, and acknowledged the foregoing instrument to be the free act and deed of SEACOAST SHORES, INC.,

695

86

\$1.00 Revenue Stamp Cancelled 5/21/48

Before me,

Idah G. Flewelling
 Notary Public
 My commission expires

IDAH G. FLEWELLING
 Notary Public to the State of New York
 appointed for Westchester County
 Commission Expires March 30, 1949

No 5344

State of New York,
 County of Westchester,

I, Robert J. Field, Clerk of the County of Westchester, and also Clerk of the Supreme and County Courts in and for the said County, do hereby certify that the foregoing is a true and correct copy of the certificate of the Proof or acknowledgment of the whose name is subscribed as the said instrument, and that at the time of taking such deposition, or proof and annexed instrument, said *Idah G. Flewelling* was a Notary Public, duly commissioned and sworn, and authorized by the laws of said State to administer oaths and to take acknowledgments and proofs of deeds, of conveyances, and of hereditaments in said State of New York. And further, that I am well acquainted with the handwriting of such Notary Public or have compared the signature of such officer upon the original certificate with a specimen of his signature filed or deposited in this office pursuant to law, and verily believe that the signature to said deposition or certificate of proof or acknowledgment is genuine.

No seal required by the laws of the State of New York.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of the said Courts and County, the 22 day of May, 1948.

Robert J. Field
 Clerk

COMMONWEALTH OF MASSACHUSETTS

Barnstable ss.

May 25, 1948

Personally appeared the above-named LAWRENCE D. LUCE, Clerk, and acknowledged the foregoing instrument to be the free act and deed of SEACOAST SHORES, INC.,

Before me,

John P. Sylvestre
 Notary Public
 My commission expires
 JOHN P. SYLVESTRE

E4

Suffolk, ss. Received May 27, 1948, and is recorded.

695

87

Excerpt from the First Meeting of the Board of Directors of
Sailcoast Shores, Inc., duly called and held on the 18th day
of May, 1948 at 1:00 P.M., 70 State Street, Boston, Mass.

I, the undersigned, Clerk of Sailcoast Shores, Inc., do hereby
certify that upon motion duly made, seconded and unanimously carried at the
above meeting, it was

VOTED...that the Treasurer, A. Charles Tanner, be and he hereby is authorized
and empowered in the name and behalf of the corporation to buy, sell, lease,
mortgage or otherwise deal with the real estate or mortgages now or in the
future owned by the corporation, and said officer is empowered and authorized
in the name and on behalf of this corporation to foreclose under the power of
sale, any mortgage or mortgages now held or which may in the future be held by
this corporation and for that purpose to make an entry to foreclose and do all
other acts and things necessary to complete such foreclosure sale; and said
officer is further empowered and authorized in the name and behalf of the cor-
poration to make, sign, seal with the corporation seal, execute, acknowledge
and deliver any notes, deeds, foreclosure deeds, mortgages, assignments of
mortgages, both real and personal, and other instruments in writing which the
Treasurer may deem advantageous or desirable for this corporation, and any
instrument in writing so made by the Treasurer, acting in the name and behalf
of this corporation, shall be valid and binding upon this corporation.

A true record.

Attest:

Leonard W. Tanner
Leonard W. Tanner, Clerk

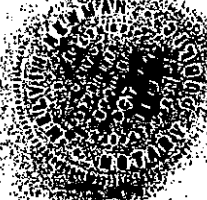
COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 18, 1948

Then personally appeared the above-named Leonard W. Tanner, duly
elected Clerk of Sailcoast Shores, Inc., and made oath that the above is a
true record of a vote taken at the first meeting of the Board of Directors of
Sailcoast Shores, Inc., before me this 20th day of May, 1948.

Melvin Newman
Notary Public MELVIN NEWMAN
My commission expires:



E5

696

500

Being Lot #33 of the Yacht Club Section on a plan entitled SEACOAST SHORES, dated April 15, 1947, by Frederick C. Hahn, surveyor, recorded with Barnstable Registry of Deeds, Plan Book 78, Page 11.

WITNESS OUR HANDS AND SEALS this 15th day of June 1948.

Trustees as aforesaid but
COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, SS.

June 15 1948

Then personally appeared the above-named AMOS L. TAYLOR and ORVILLE W. SMITH, and acknowledged the foregoing instrument to be their free act and deed, before me

Melvin Newman
MELVIN NEWMAN Notary Public
COMMISSION EXPIRES
October 1, 1952

Barnstable, ss., Received June 21, 1948, and is recorded.

SEACOAST SHORES, INC.

a corporation duly established under the laws of Commonwealth of Massachusetts

and having its usual place of business at 18 Tremont Street, Boston.

Suffolk

County, Massachusetts, for consideration paid

grants to Burton L. Fitzgerald and Ruth A. Fitzgerald, husband and wife as tenants

by the entirety, both

of Milton, Norfolk County, Massachusetts

with quitclaim covenants

a certain parcel of
the land in Falmouth, Barnstable County, Massachusetts, being shown as Lot #33, the
"Yacht Club Section," on a plan entitled Seacoast Shores, dated April 15, 1947, by
Frederick C. Hahn, surveyor, recorded with Barnstable Registry of Deeds, Plan

(Description and encumbrances, if any)

Book 78, Page 11, being the same premises conveyed to the grantor by deed of
Seacoast Shores, Inc.

Said premises are conveyed subject to the following restrictions, reservations, and encumbrances:

1. No tents or trailers, or temporary buildings, may be placed on said lot.
2. That no building or structure shall be erected or constructed on said premises unless the plans therefor and sideline and street-line setbacks have been approved in writing by the Seller.
3. There shall be no building constructed or erected on this property other than one-family dwelling, with private garage and boat house, for private use only, which must conform with said dwelling. All buildings constructed of wood or metal must be shingled, stained, or painted with two coats of paint.
4. There shall be no livestock, animal or poultry, kept or maintained on the premises other than household pets.
5. The parcels hereby conveyed shall be used only for residential purposes.

BOOK 8529 PAGE 26
11 8529 1 72

6. No outside toilet shall be erected on the premises, nor shall signs for advertising purposes be erected or placed on the premises.

7. Every structure, or addition thereto, shall be built upon a masonry foundation.

8. Each lot is subject to an assessment of Fifty Dollars (\$50.00) payable to said Seller and running against said lot in the event of construction of a water main in the street running by said lot and providing a water supply available to the same, said assessment to be paid at the time said water supply system is completed and made available to said lot.

9. All structures must comply with municipal and governmental laws, ordinances, and regulations and if any restrictions or conditions herein do not comply therewith it shall not be construed as a waiver by the Seller of compliance with such laws, ordinances, and regulations.

10. That a sewage from any buildings erected on the premises shall be cared for by the owners or occupants installing a septic tank which shall at all times be maintained in a proper sanitary condition, and that no privy vaults shall be maintained on said premises.

11. It is expressly understood and agreed that the Buyer acquires no riparian rights but is entitled to all other privileges, such as boating, bathing, and fishing.

12. No motor boat nor any boat propelled by a gasoline motor may be docked or moored within fifty feet of any community bathing beach as designated by the Seller, and owners of motor propelled boats agree to moor or dock them only at places designated by the Seller unless otherwise specifically approved in writing by the Seller.

The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding upon the Buyer's heirs, executors, administrators, and assigns.

The Seller reserves the privilege and right to grant easements and give authority to any companies or municipalities to install electric, telephone, telegraph poles and wires, gas and water mains, sewers, and to such companies or municipalities to operate and maintain its equipment over and in any and all roads, street, avenues, or ways as shown on plan of SEACOAST SHORES, as well as in and on lot or lots of land hereinabove described.

For title reference see Deed of Raymond E. Stotter et ux to Seacoast Shores, Inc. dated July 21, 1947, recorded with Barnstable Registry of Deeds, Book 675, Page 297; and Deed of Seacoast Shores, Inc. to Sailcoast Shores, Inc. dated May 22, 1948, and resolution of directors and stockholders of Seacoast Shores, Inc. dated May 11, 1948, and resolution of directors of Sailcoast Shores, Inc. dated May 18, 1948; all of which are recorded with Barnstable Registry of Deeds on May 27, 1948.

In witness whereof, the said SAILCOAST SHORES, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by A. Charles Tanner

its Treasurer hereto duly authorized, this sixteenth day of June in the year one thousand nine hundred and forty-eight.

696

502

1- \$1.00 Revenue Stamp Cancelled 6/16/48 a.c.s.
1- 10ct

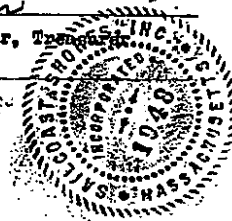
Signed and sealed in the presence of

Belle J. Bennett
Donna E. Anderson

Sailcoast Shores, Inc.

A. Charles Tanner

by A. Charles Tanner, Treasurer



The Commonwealth of Massachusetts

SUFFOLK

ss.

June 16,

1948

Then personally appeared the above-named A. Charles Tanner, acting for and in behalf
of Sailcoast Shores, Inc.
and acknowledged the foregoing instrument to be the free act and deed of the Sailcoast Shores, Inc.

before me,

Melvin Newman
MELVIN NEWMAN

My commission expires October 1, 1949

Barnstable, ss., Received June 21, 1948, and is recorded.

COMMONWEALTH OF MASSACHUSETTS

LAND COURT

TO ALL WHOM IT MAY CONCERN:

I, Harold Brooks

hereby give notice that, on the _____ day of _____, 1948,
filed a petition in said Court to have the title to certain land therein described, registered and confirmed
pursuant to Chapter 185 of the General Laws. Said land is situated in Oyster Harbors
in the County of Barnstable and said Commonwealth, and bounded, and described
as follows:

Certain land in the Northeasterly part of the Island of Oyster Harbors, (formerly called Grand Island) near the village of Osterville in the Town and County of Barnstable, Commonwealth aforesaid, located within block one (1) on plan entitled "Plan of land owned by Oyster Harbor, Inc., Barnstable, Mass., March 1, 1927, T. H. Stegmaier, Civil Engineer", recorded with said Barnstable Registry of Deeds, Plan Book 20, plan 3, and more particularly as shown on plan entitled "Plan of land to be conveyed to Philip R. Dunbar, Esq., Oyster Harbors, Osterville, Barnstable, Mass., February 3, 1928", recorded with said Deeds, Plan Book 22, Plan 99, as well as on other plans referred to in deed from Oyster Harbor, Inc. to the grantor dated June 30, 1927, recorded with said Deeds, Book 446, Page 388, the granted premises being particularly bounded and described as follows:

700

544

SAILCOAST SHORES, INC. [REDACTED], a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 18 Tremont Street, Boston, Suffolk County, Massachusetts, for consideration paid, grants to Sally L. Abrams

of Wanton, Middlesex County, Massachusetts with quitclaim covenants the land in Falmouth, Barnstable County, Massachusetts being shown as Section 1

on a plan entitled "Seacoast Shores," Book 675, Page 299 dated July 21, 1947 by Fredrick C. Hahn, Surveyor, recorded with Barnstable Registry of Deeds, Plan Book 675 Page 299

Being the same premises conveyed to the grantor by deed of Seacoast Shores, Inc.

The Grantee shall have the right to use and enjoy, in common with other owners of the property on the premises known as Seacoast Shores, any and all beaches and recreation areas established by the Grantor on said Seacoast Shores.

Said premises are conveyed subject to the following restrictions, reservations, and encumbrances:

1. No tents or trailers, or temporary buildings, may be placed on said lot.
2. That no building or structure shall be erected or constructed on said premises unless the plans therefor and side-line and street-line setbacks have been approved in writing by the Grantor.
3. There shall be no building constructed or erected on this property other than one-family dwelling, with private garage and boat house, for private use only, which must conform with said dwelling. All buildings constructed of wood or metal must be shingled, stained, or painted with two coats of paint.
4. There shall be no livestock, animal or poultry, kept or maintained on the premises other than household pets.
5. The parcels hereby conveyed shall be used only for residential purposes.
6. No outside toilet shall be erected on the premises, nor shall signs for advertising purposes be erected or placed on the premises.
7. Every structure, or addition thereto, shall be built upon a masonry foundation.
8. All structures must comply with municipal and governmental laws, ordinances, and regulations and if any restrictions or conditions herein, do not comply therewith, it shall not be construed as a waiver by the Grantor of compliance with such laws, ordinances, and regulations.
9. That sewage from any buildings erected on the premises shall be cared for by the owners or occupants installing a septic tank which shall at all times be maintained on said premises.
10. No motor boat nor any boat propelled by a gasoline motor may be docked or moored within fifty feet of any community bathing beach as designated by the Seller, and owners of motor propelled boats agree to moor or dock them only at places designated by the Grantor, unless otherwise specifically approved in writing by the Grantor.

The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding upon the Grantee's heirs, executors, administrators, and assigns.

The Grantor reserves the privilege and right to grant easements and give authority to any companies or municipalities to install electric, telephone, telegraph poles and wires, gas and water mains, sewers, and to such companies or municipalities to operate and maintain its equipment over and in any and all roads, streets, avenues, or ways as shown on plan of SEACOAST SHORES, as well as in and on lot or lots of land hereinabove mentioned.

For title references see Deed of Raymond H. Stotter et ux to Seacoast Shores, Inc. dated July 21, 1947, recorded with Barnstable Registry of Deeds, Book 675, Page 299; and Deed of Seacoast Shores, Inc. to Sailcoast Shores, Inc. dated May 22, 1948, and resolution of directors and stockholders of Seacoast Shores, Inc. dated May 11, 1948, and resolution of directors of Sailcoast Shores, Inc. dated May 18, 1948; all of which are recorded with Barnstable Registry of Deeds on May 27, 1948.

In Witness Whereof the said SAILCOAST SHORES, INC., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by A. Charles Tanner its treasurer hereto duly authorized, this

day of August in the year one thousand nine hundred and forty eight

Signed and sealed in presence of

SAILCOAST SHORES, INC.

by

Treasurer

The Commonwealth of Massachusetts

ss.

19

Then personally appeared the above named

acknowledged the foregoing instrument to be the free act and deed of the said SAILCOAST SHORES, INC.

before me,

Notary Public—Justice of the Peace

My commission expires

August 10, 1950

Barnstable, ss., Received August 18, 1948, and is recorded.

1-0100-0000 Stamp Cancelled OCT 5/12/48



G1

Sailcoast Shores, Inc.
a corporation duly established under the laws of Massachusetts
and having its usual place of business at Boston, Suffolk County, Massachusetts
County, Massachusetts, for consideration paid,
grant to Seacoast Shores Association, Inc., a Massachusetts Corporation

of Falmouth, Massachusetts with quitclaim covenants
a certain parcel of land in Falmouth, Massachusetts being shown as
~~XXXXXX~~ "Reserved for Yacht Club" on a plan entitled, "Seacoast Shores
Yacht Section", dated April 15, 1947 by Fredrick C. Hahn, duly recorded
~~XXXXXXXXXXXXXXXXXXXX~~
with Barnstable Registry of Deeds in Book 78 Page 11

Bounded and described as follows:
Northeasterly by ~~Fennick~~ Road as shown on said plan; Southeasterly by
other land of this grantor and shown on said plan as "Reserved for
Recreation and Playground"; Southwesterly by Eel Pond as shown on said
plan; and Northwesterly by Lot #46 as shown on said plan.

The above described premises are conveyed subject to the use of
said premises for recreational purposes only, and no building or
structure shall be erected, constructed or placed thereon other than a
clubhouse, boathouse or bathhouse to be used for the purposes as set forth
in the Charter granted to the grantee from the Commonwealth of Massachu-
setts only.

Said premises are also conveyed subject to all easements and res-
trictions of record which may be in force and applicable and subject to
Real Estate taxes assessed for the year 1952.

The foregoing restrictions shall be deemed and considered
covenants running with said premises and shall be binding on the grantee's
successors and assigns.

The consideration for this conveyance being less than \$100.00 no
revenue stamps are affixed.

In witness whereof, the said Sailcoast Shores, Inc.,
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by A. Charles Tanner
its Treasurer hereto duly authorized, this 25th
day of July in the year one thousand nine hundred and fifty two.

Signed and sealed in the presence of

SAILCOAST SHORES, INC.

A. Charles Tanner
by
Treasurer

The Commonwealth of Massachusetts

Suffolk ss. July 25 19 52

Then personally appeared the above named A. Charles Tanner treasurer as aforesaid
and acknowledged the foregoing instrument to be the free act and deed of the

Sailcoast Shores, Inc.

before me,

Melvin Newman
Melvin Newman
Justice of the Peace
Notary Public

My commission expires Oct 30 19 53

Barnstable, ss., Received August 26, 1952, and is recorded.

Sailcoast Shores, Inc.

a corporation duly established under the laws of Massachusetts
and having its usual place of business at Boston, Suffolk County, Massachusetts
grant to Seacoast Shores Association, Inc., a Massachusetts corporation

of Falmouth, Barnstable County, Massachusetts with quitclaim covenants
a certain parcel of land in Falmouth, Massachusetts being shown as
~~known as~~ "Reserved for Recreation and Playground" on a plan entitled
"Seacoast Shores Yacht Section", dated April 15, 1947 by Fredrick G.

Hahn, duly recorded with Barnstable Registry of Deeds in Book 78, Page 11.
Bounded and described as follows:

NORTHEASTERLY: by Fenwick Road, as shown on said plan;
SOUTHEASTERLY: by Seacoast Shores Blvd., as shown on said plan, one
hundred twenty-five (125) feet, more or less;
SOUTHWESTERLY: by Farview Lane, as shown on said plan, one hundred
ten (110) feet, more or less;
SOUTHERLY: by Farview Lane, as shown on said plan, one hundred
twenty (120) feet, more or less;
NORTHWESTERLY: by Lot #40, as shown on said plan, one hundred sixty
(160) feet, more or less;
NORTHERLY: by land now or formerly of Seacoast Shores Association, Inc.

The above described premises are conveyed subject to the use of said
premises for recreational purposes only, and no building or structure
shall be erected, constructed or placed thereon other than a clubhouse,
boathouse or bathhouse to be used for the purposes as set forth in the
charter granted to the grantee from the Commonwealth of Massachusetts only.

Said premises are also conveyed subject to all easements and restric-
tions of record which may be in force and applicable and subject to Real
estate taxes assessed for the year 1952.

The foregoing restrictions shall be deemed and considered covenants
running with said premises and shall be binding on the grantee's successors
and assigns.

The consideration for this conveyance being less than \$100.00, no
revenue stamps are affixed.

In witness whereof, the said Sailcoast Shores, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by A. Charles Tanner

its Treasurer hereto duly authorized, this

day of AUGUST in the year one thousand nine hundred and fifty-two.

Signed and sealed in the presence of

SAILCOAST SHORES, INC.

by A. Charles Tanner
A. Charles Tanner, Treasurer

The Commonwealth of Massachusetts

Suffolk, ss.

August

1952

Then personally appeared the above named A. Charles Tanner, Treasurer as aforesaid,
and acknowledged the foregoing instrument to be the free act and deed of the

Sailcoast Shores, Inc.

before me,

Melvin Newman
Notary Public

My commission expires Oct. 30, 1953

Barnstable, ss., Received August 26, 1952, and is recorded.

and acknowledged the foregoing instrument to be her

free act and deed, before me



Notary Public - *Robert C. Tanner*
My Commission Expires March 9, 1956
My Commission expires _____

824

3

Barnstable, ss., Received October 9, 1952, and is recorded.

SAILCOAST SHORES, INC. ~~_____~~, a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at ~~18 Tremont Street, Boston, Suffolk County, Massachusetts~~, for consideration paid, grants to Seacoast Shores Association, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts and having an usual place of business in Falmouth, Barnstable County.

with quitclaim covenants
the land in Falmouth, Barnstable County, Massachusetts being shown as two (2) certain parcels of land shown as "Reserved for Parking" and being thirty (30) feet in width respectively, bounded by Farview Lane and Seacoast Shores Boulevard, as shown on a plan entitled "Seacoast Shores, "Yacht Club Section" dated April 15, 1947 by Fredrick C. Hahn, Surveyor, recorded with Barnstable Registry of Deeds, Plan Book 78 Page 11.
Being ~~the~~ portion of ~~the~~ premises conveyed to the grantor by deed of Seacoast Shores, Inc.

The Grantee shall have the right to use and enjoy, in common with other owners of the property on the premises known as Seacoast Shores, any and all beaches and recreation areas established by the Grantor on said Seacoast Shores.

Said premises are conveyed subject to the following restrictions, reservations, and encumbrances:

1. No tents or trailers, or temporary buildings, may be placed on said lot.
2. That no building or structure shall be erected or constructed on said premises unless the plans therefor and side-line and street-line setbacks have been approved in writing by the Grantor.
3. There shall be no building constructed or erected on this property other than one-family dwelling, with private garage and boat house, for private use only, which must conform with said dwelling. All buildings constructed of wood or metal must be shingled, stained, or painted with two coats of paint.
4. There shall be no livestock, animal or poultry, kept or maintained on the premises other than household pets.
5. The parcels hereby conveyed shall be used only for residential purposes.
6. No outside toilet shall be erected on the premises, nor shall signs for advertising purposes be erected or placed on the premises.
7. Every structure, or addition thereto, shall be built upon a masonry foundation.
8. All structures must comply with municipal and governmental laws, ordinances, and regulations and if any restrictions or conditions herein, do not comply therewith, it shall not be construed as a waiver by the Grantor of compliance with such laws, ordinances, and regulations.
9. That sewage from any buildings erected on the premises shall be cared for by the owners or occupants installing a septic tank which shall at all times be maintained on said premises.
10. No motor boat nor any boat propelled by a gasoline motor may be docked or moored within fifty feet of any community bathing beach as designated by the Seller, and owners of motor propelled boats agree to moor or dock them only at places designated by the Grantor, unless otherwise specifically approved in writing by the Grantor.

The foregoing restrictions shall be deemed and considered covenants running with said premises and shall be binding upon the Grantee's heirs, executors, administrators, and assigns.

The Grantor reserves the privilege and right to grant easements and give authority to any companies or municipalities to install electric, telephone, telegraph poles and wires, gas and water mains, sewers, and to such companies or municipalities to operate and maintain its equipment over and in any and all roads, streets, avenues, or ways as shown on plan of SEACOAST SHORES, as well as in and on lot or lots of land hereinabove mentioned.

For title references see Deed of Raymond H. Stotter et ux to Seacoast Shores, Inc. dated July 21, 1947, recorded with Barnstable Registry of Deeds, Book 675, Page 299; and Deed of Seacoast Shores, Inc. to Sailcoast Shores, Inc. dated May 22, 1948, and resolution of directors and stockholders of Seacoast Shores, Inc. dated May 11, 1948, and resolution of directors of Sailcoast Shores, Inc. dated May 18, 1948; all of which are recorded with Barnstable Registry of Deeds on May 27, 1948.

In Witness Whereof the said SAILCOAST SHORES, INC., has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by A. Charles Tanner its treasurer hereto duly authorized, this eleventh

day of September in the year one thousand nine hundred and fifty-two.

Signed and sealed in presence of

SAILCOAST SHORES, INC.

by

A. Charles Tanner

Treasurer

Consideration being under
\$100.00, no documentary
stamps are hereto affixed.

The Commonwealth of Massachusetts

Suffolk, ss.

September 11, 1952

Then personally appeared the above named A. Charles Tanner, Treasurer as aforesaid,
and acknowledged the foregoing instrument to be the free act and deed of the said SAILCOAST SHORES, INC.

before me,

Melvin Newman,

Notary Public, State of Massachusetts

My commission expires

Oct. 30, 1953

Barnstable, ss., Received October 9, 1952, and is recorded.

I, CHARLES L. AYLING, of Barnstable, (Centerville), Barnstable County, Massachusetts, as I am TRUSTEE of BUMPS RIVER REALTY TRUST UNDER DECLARATION of TRUST dated May 16, 1946, and recorded with Barnstable County Deeds, Book 62S, Page 27, by power conferred in me by said Trust Instrument and every other power me enabling for consideration paid, grant to ARTHUR G. HAVLIN and MADELINE F. HAVLIN, husband and wife, both of 209 Newton Street, Weston, Massachusetts, and the survivor of them, as tenants by the entirety, a certain parcel of land situated in that part of Barnstable aforesaid called Osterville, and bounded and described as follows:-

Beginning at the southerly junction of Lot 1 and Starboard Lane, running westerly by boundary of Lot 1 about two hundred fifteen (215) feet to a bound;

Thence southerly by land of Joseph F. Swift about two hundred forty-one (241) feet to a bound;

Thence easterly about two hundred sixty (260) feet to a bound on Starboard Lane;

Thence northerly by Starboard Lane about one hundred sixty-two (162) feet to the point of beginning

containing an area of approximately one (1) acre, and said Lot being a northern portion of Lot No. 2 and thenceforth to be called Lot No. 2-A, plan entitled "STARBOARD LANE DEVELOPMENT" (North and South Sections) OSTERVILLE - Barnstable - Mass., owned and developed by BUMPS RIVER REALTY TRUST, Charles L. Ayling, Trustee, Scale 1 inch = 160 feet - November 29, 1945, Bearse & Kellogg, Civil Engineers", which plan is recorded with Barnstable County Plans in Book 97, Page 91.

There is conveyed as appurtenant to this parcel of land an easement of way for all purposes for which a right of way is or may customarily be used over Starboard Lane, a private way, as shown on said plan, laid to and from the State Highway. This easement shall include the right to install and maintain the usual and necessary services in said way and the use of said way is given subject to the uses of others to which a similar right of way is or may be in the future given.

Witness Our hand and seal this nineteenth day of June 1957
Joseph E. Corkin
Herbert I. Corkin
Alfred P. Corkin
d/b/a/ Corkin Enterprises

977
3.1

Commonwealth of Massachusetts

Norfolk, ss. June 19, 1957

Then personally appeared the above named Herbert I. Corkin

and acknowledged the foregoing instrument to be his free act and deed, before me

Richard K. Monahan
Notary Public

Barnstable, ss., Received June 25, 1957, and is recorded.

Sailcoast Shores, Inc.

a corporation duly established under the laws of the Commonwealth of Massachusetts

and having its usual place of business at Randolph, Norfolk County, Massachusetts

~~for consideration paid~~

grant to Gateway Development Corp., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business in Hanover, Plymouth County, Massachusetts

with quitclaim covenants

Notary Public

A certain parcel of land with the buildings thereon containing 300 acres more or less on Jenkins Neck so-called situated on the southerly side of Waquoit Road, Falmouth, Barnstable County, Massachusetts and being shown as sections A, B, C, and D on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor, dated Apr. 15, 1947 recorded with Barnstable County Registry of Deeds, Plan Book 78, Page 13; sections E, F, and G on a plan entitled "Seacoast Shores Falmouth Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 15, 1947 revised May 15, 1947 and recorded with said Registry Plan Book 78, Page 89; sections H, J and K on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 10, 1947 recorded with said Registry of Deeds, Plan Book 77, Page 123; and the Yacht Club section on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 15, 1947 and recorded with said Registry of Deeds, Plan Book 78, Page 11.

Excepting however, from this conveyance those lots on said plans which have been previously conveyed by deeds duly recorded with the said Barnstable Registry of Deeds.

Excepting also from this conveyance the following described lots, namely: lots 18, 19, 28 and 29 section C, lot 28, 29, 30 and 31 section D, as

See BOOK 3440 PAGE 91

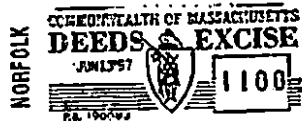
977

3-2

shown on plan above referred to recorded in Plan Book 78, Page 13; lots 28, 29, 58 and 69 section E, lots 7, 17, 21, 28, 37, 42 and 48 section F and lots 23, 24, 25 and 68 section G as shown on above mentioned plan recorded in Plan Book 78, Page 89; lot 11, section H and Lot 4 section J as shown on above mentioned plan and recorded in Plan Book 77, Page 123; lots 13, 56, 94, 139, 140, 141, 145, 148, 149 and 150 Yacht Club section as shown on above mentioned plan recorded in Plan Book 78, Page 11.

The above described premises are conveyed subject to and with the benefit of restrictions, easements and reservations of record, in so far as they may now be in force and applicable.

Meaning and intending to convey and hereby conveying the same premises conveyed to the grantor by deed of Seacoast Shores, Inc. dated May 22, 1948 recorded with said Registry of Deeds, Book 695, Page 83 as confirmed by deed of Seacoast Shores, Inc. dated June 9, 1949 and recorded as aforesaid, Book 722, Page 330, excepting those lots as hereinbefore specifically excluded.



U.S. REV. STAMPS IN THE AMOUNT OF \$4.50 WERE
AFFIXED TO THIS INSTRUMENT AND WERE CANCELLED.

In witness whereof, the said Seacoast Shores, Inc.

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Herbert I. Corbin,

its Treasurer hereto duly authorized, this nineteenth

day of June in the year one thousand nine hundred and fifty-seven

Signed and sealed in the presence of

Richard C. Monahan

by

Herbert I. Corkin
Treasurer



977

33

The Commonwealth of Massachusetts

Norfolk,

ss.

June 19, 1957

Then personally appeared the above named Herbert I. Corkin, Treasurer

and acknowledged the foregoing instrument to be the free act and deed of Sailcoast Shores, Inc.

before me

Richard C. Monahan
Notary Public

My commission expires 10/9/57

June 19, 1957

Extract from records of a special combined meeting of the stockholders and directors of Sailcoast Shores, Inc. duly called and held on the nineteenth of June, 1957, at the offices of the corporation. All of said directors and stockholders were present and acting throughout.

Upon motion duly made and seconded, it was unanimously

VOTED:

That the corporation sell to Gateway Development Corp. the real estate located in Falmouth, Barnstable County, Massachusetts, being 300 acres more or less on Jenkins Neck, sometimes known as Seacoast Shores, as shown on the following plans duly recorded with the Barnstable Registry of Deeds, Plan Book 78, Pages 11, 13, 15 and 89 and Plan Book 77, Page 123. Excepting therefrom those lots which have been previously conveyed by deeds duly recorded with the Barnstable Registry of Deeds.

Excepting also the following described lots: Lots 18, 19, 28 and 29, Section C, and Lots 28, 29, 30 and 31, Section D, as shown on a plan recorded with said Deeds, Plan Book 78, Page 13; Lots 28, 29, 58 and 69, Section E, Lots 7, 17, 21, 28, 37, 42 and 46 Section F and Lots 23, 24, 25 and 68, Section G, as shown on a plan recorded with said Deeds, Plan Book 78, Page 89; Lot 11, Section H and Lot 4, Section J, as shown on a plan recorded with said Deeds, Plan Book 77, Page 123; Lots 13, 56, 94, 139, 140, 141, 145 and 148, 149 and 150 Yacht Club Section, as shown on a plan recorded with said Deeds, Plan Book 78, Page 11.

The treasurer of the corporation be and he hereby is authorized and directed to convey said real estate to Gateway Development Corp. for such price and upon such terms as he may deem for the best interests of the corporation. In pursuance of the above the treasurer be and he hereby is authorized and directed to execute, seal with the corporate seal, acknowledge and deliver to said Gateway Development Corp. for and in behalf of the corporation a quitclaim deed of said real estate and to do all things necessary or expedient to carry out the purposes of this vote. The execution of a deed by said treasurer shall be conclusive evidence that this vote has been fully complied with and such instrument or instruments shall be valid and binding upon this corporation.

977.

34

A true copy
ATTEST:

Clerk

I, John J. Gardner, Clerk of the Corporation known as Sailcoast Shores, Inc., hereby certify that Herbert I. Corkin is the duly elected and qualified Treasurer of said Sailcoast Shores, Inc.

Clerk

Barnstable, ss., Received June 25, 1957, and is recorded.

Gateway Development Corp.

a corporation duly established under the laws of the Commonwealth of Massachusetts

having its usual place of business at Hanover

Plymouth

County, Massachusetts, for consideration paid, grants to

Joseph Z. Corkin, Herbert I. Corkin and Alvan B. Corkin, d/b/a/
Corkin Enterprises of Randolph

with mortgages and/or other securities, to secure the payment of THIRTY THOUSAND

Dollars

as provided in one note of even date

(Description and encumbrances, if any)

A certain parcel of land with the buildings thereon situated in Falmouth, Barnstable County, Massachusetts containing 300 acres more or less on Jenkins Neck so-called situated on the southerly side of Waquoit Road, and being shown as sections A, B, C, and D on a plan entitled "Seacoast Shores, Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor, dated Apr. 15, 1947 recorded with Barnstable County Registry of Deeds, Plan Book 78, Page 13; sections E, F, and G on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 15, 1947 revised May 15, 1947 and recorded with said Registry Plan Book 78, Page 89; sections H, J and K on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 10, 1947 recorded with said Registry of Deeds, Plan Book 77, Page 123; and the Yacht Club section on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 15, 1947 and recorded with said Registry of Deeds, Plan Book 78, Page 11.

Excepting however, from this conveyance those lots on said plans which have been previously conveyed by deeds duly recorded with the said Barnstable Registry of Deeds.

Excepting also from this conveyance the following described lots, namely: lots 18, 19, 28 and 29 section C, lot 28, 29, 30 and 31 section D, as shown on plan above referred to recorded in Plan Book 78, Page 13, lots 28, 29, 58 and 69 section E, lots 7, 17, 21, 28, 37, 42 and 46 section F and lots 23, 24, 25 and 68 section G as shown on above mentioned plan recorded in Plan Book 78, Page 89; lot 11, section H and Lot 4 section J as shown on above mentioned plan and recorded in Plan Book 77, Page 123; lots 13, 56, 84, 139, 140, 141, 145, 148, 149 and 150 Yacht Club section as shown on above mentioned plan recorded in Plan Book 78, Page 11.

(See Discharge in Book 1018, Page 170.)
See Discharge in Book 1018, Page 509,
541,
980, "980,"
995, "995,"
1009, "1009,"
418, "418,"
L

17385

07421

Gateway Development Corp.

a corporation duly established under the laws of Massachusetts

and having its usual place of business at Hanover

Plymouth County, Massachusetts, for consideration paid,
 12 PILGRIM ST.
 grant to Joseph H. Joubert of Kingston, Plymouth County in said Commonwealth

of Massachusetts

with quitclaim covenants

~~standard~~

(Description and encumbrances, if any)

A certain parcel of land with the buildings thereon containing 300 acres more or less on Jenkins Neck so-called situated on the southerly side of Waquoit Road, Falmouth, Barnstable County, Massachusetts and being shown as sections A, B, C, and D on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor, dated Apr. 15, 1947 recorded with Barnstable County Registry of Deeds, Plan Book 78, Page 13; sections E, F, and G on a plan entitled "Seacoast Shores Falmouth Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 15, 1947 revised May 15, 1947 and recorded with said Registry Plan Book 78, Page 89; sections H, J and K on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 10, 1947 recorded with said Registry of Deeds, Plan Book 77, Page 123; and the Yacht Club section on a plan entitled "Seacoast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor dated Apr. 15, 1947 and recorded with said Registry of Deeds, Plan Book 78, Page 11.

Excepting however, from this conveyance those lots on said plan which have been previously conveyed by deeds duly recorded with the said Barnstable Registry of Deeds.

Excepting also from this conveyance the following described lots, namely; lots 18, 19, 28 and 29 section C, lot 28, 29, 30 and 31 section D, as shown on plan above referred to recorded in Plan Book 78, Page 13; lots 28, 29, 58 and 69 section E, lots 7, 17, 21, 28, 37, 42 and 46 section F and lots 23, 24, 25 and 68 section G as shown on above mentioned plan recorded in Plan Book 78, Page 89; lot 11, section H and Lot 4 section J as shown on above mentioned plan and recorded in Plan Book 77, Page 123; lots 13, 56, 94, 139, 140, 141, 145, 148, 149 and 150 Yacht Club section as shown on above mentioned plan recorded in Plan Book 78, Page 11.

The above described premises are conveyed subject to and with the benefit of restrictions, easements and reservations of record, in so far as they may now be in force and applicable.

Being the same premises conveyed to Gateway Development Corp. by deed of Sailcoast Shores, Inc., dated June 19, 1957, and recorded in the Registry of Deeds for Barnstable County on June 25, 1957, in Book 977 at page 31.

*SUBJECT TO MORTGAGES & ENCUMBRANCES OF RECORD
 THE CONSIDERATION FOR THIS DEED IS LESS THAN \$100,*

BOOK 1485 PAGE 1148

BOOK 1399 PAGE 720

At a special meeting of the stockholders of Gateway Development Corp.
duly called and held on April 30, 1968, it was unanimously

VOTED: To authorize the Treasurer, Joseph H. McCartin to execute on
behalf of the corporation a deed to Joseph H. Joubert a certain parcel of land
in Falmouth known as Seacoast Shores, as more fully described in deed recorded
in Barnstable County Registry in Book 977 at page 31.

A true copy, attest


Daniel D. Gallagher
Clerk

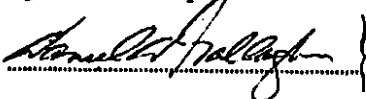
In witness whereof, the said Gateway Development Corp.


has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by Joseph H. McCartin

its Treasurer hereto duly authorized, this 30th

day of April in the year one thousand nine hundred and sixty-eight

Signed and sealed in presence of




by _____
Joseph H. McCartin, Treasurer

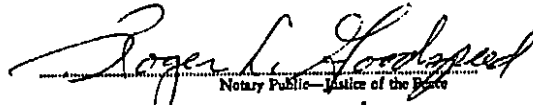


The Commonwealth of Massachusetts

ss.

May 2, 1968

Then personally appeared the above named
and acknowledged the foregoing instrument to be the free act and deed of the
before me


Notary Public—Office of the State
My commission expires September 7, 1974


BOOK 1399 PAGE 721

RECORDED MAY 1 - 1968 AND RECORDED
COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS

May 21, 1968

Then personally appeared the above named Joseph H. McCartin
and acknowledged the foregoing instrument to be the free act and deed
of the Gateway Development Corp., before me.


Michael D. Gallagher
Notary Public
My commission
expires December 23, 1972

BOOK 1485 PAGE 1149

RECD SEP. 30, 1970 AND RE-RECORDED

BOOK 2223 PAGE 086

16942

a corporation duly established under the laws of Milton Savings Bank,
the Commonwealth of Massachusetts
and having its usual place of business at 40 Adams Street, Milton, Norfolk
County, Massachusetts,
holder of a mortgage
from Gateway Development Corp

to said Milton Savings Bank

dated December 14, 1966 recorded with Barnstable Registry of Deeds

book 1354 , page 239 , by the power conferred by said mortgage and
every other power, for Twenty thousand and-----00/100 dollars

paid, grants to Milton Savings Bank, a corporation duly established under
the Laws of the Commonwealth of Massachusetts and located at 40 Adams
Street, Norfolk County, Milton

the premises conveyed by said mortgage. (except such portion which has been partially
released as of record.



Witness the execution and the corporate seal of said corporation this

day of August 13 1975

MILTON SAVINGS BANK

For authority see vote filed with
Hampshire Registry District of
the Land Court Document No. 191344.

By Lawrence D. Duncan, Vice Pres.



The Commonwealth of Massachusetts

Norfolk

SS.

August 13 19 75

Then personally appeared the above named Lawrence D. Duncan, Vice President as
aforesaid
and acknowledged the foregoing instrument to be the free act and deed of the Milton Savings
Bank,
before me,

JOHN P. FUMA
NOTARY PUBLIC
Commission Expires 1975

John P. Fuma
Notary Public — Justice of the Peace

My commission expires 1975

CHAPTER 183 SEC. 6 AS AMENDED BY CHAPTER 497 OF 1969

Every deed presented for record shall contain or have endorsed upon it the full name, residence and post office address of the grantee and a recital of the amount of the full consideration thereof in dollars or the nature of the other consideration therefor, if not delivered for a specific monetary sum. The full consideration shall mean the total price for the conveyance without deduction for any liens or encumbrances assumed by the grantee or remaining thereon. All such endorsements and recitals shall be recorded as part of the deed. Failure to comply with this section shall not affect the validity of any deed. No register of deeds shall accept a deed for recording unless it is in compliance with the requirements of this section.

Affidavit

I, Lawrence D. Duncan, Vice President,
Milton Savings Bank, named in the foregoing deed, make

oath and say that the principal and interest and taxes
obligation

mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to
the sale, and that I published on the

15, 22 and 29 day of July 19 75

in the Falmouth Enterprise

a newspaper published or by its title page purporting to be published in Falmouth
and having a circulation therein, a notice of which the following is a true copy

(INSERT ADVERTISEMENT)

SEE Schedule "A"

Pursuant to said notice at the time and place therein appointed, sale was held on the last parcel
described in the mortgage being a portion of the mortgaged premises not
partially released as of record; and said Milton Savings Bank

sold the mortgaged premises at public auction by

Nelson M. Silk, an auctioneer, to Milton Savings Bank

above named, for Twenty thousand and -----00/100 dollars

bid by said Milton Savings Bank

being the highest bid made therefor at said auction.

Lawrence D. Duncan
Lawrence D. Duncan, Vice President

Signed and sworn to by the said Lawrence D. Duncan, Vice President as aforesaid
August 13 19 75, before me,

JOHN P. CURRAN
NOTARY PUBLIC
My commission expires August 13, 1976

John P. Curran
Notary Public — Justice of the Peace
My commission expires 19-----

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Gateway Development, Inc. to the Million Savings Bank, dated December 14, 1934, and with Bartramia County Registry Book 1324, in Book 1324, Page 337, of which mortgage the undersigned is the mortgagee, the undersigned for the conditions of said mortgage, and for the purpose of foreclosing the same, for the sale at Public Auction at 11:00 A.M., on the 14th day of August, 1973, on that portion of the mortgaged premises being the last parcel in street 1000 Georgia, which parcel is situated on the West side of the street known as Wagnall Road, (Route 32) Falmouth, Maine, and all and singular the premises described in said mortgage to wit:

SECTION A.

1	2	3	4	5	6	7	8	9	10	11	12
13	14	15	16	17	18	19	20	21	22	23	24
25	26	27	28	29	30	31	32	33	34	35	36
37	38	39	40	41	42	43	44	45	46	47	48
49	50	51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70	71	72
73	74	75	76	77	78	79	80	81	82	83	84
85	86	87	88	89	90	91	92	93	94	95	96

SECTION C.
Lots 1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12,
13, 14, 17, 20, 21, 22, 23, 27, 31,
32, 33, 34, 35, 37, 38, 44, 45, 46, 47, 48,
49, 50, 57, 53 and 59.

Said lots in said Sections A, B, C and D are shown on plan entitled "Geocast Shores Falmouth, Mass." surveyed by Frederick C. Hahn, Surveyor, dated April 18, 1947, recorded with Barnstable Registry of Deeds, Plan Book 74, Page 12.

SECTION E.
Lots 8, 9, 7, 8, 9, 10, 11, 12, 13, 14,
15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 8

Said lots in said Sections E and G, are shown on plan entitled "Sections E, F, G, Seacoast Shores, Falmouth, Mass.," surveyed by Frederick C. Hahn, Surveyor, dated April 18, 1947, revised May 18, 1947, recorded with said Deeds, Plan Book 28, Page 50.

SECTION J,
Lots 52, 53, 54, and 55.
Said lots in said Section J are shown
on plan entitled "Sections H, J and K,
Seacoast Shores, Falmouth, Mass."
surveyed by Frederick C. Kahn, Sur-
veyor, dated April 10, 1947, recorded

YACHT CLUB SECTION
Lots 67, 83, 82, 100, 102, 107, 112, 113,
111, 112, 113, 124, 126, 128, 129 and 131.
Said lots are shown on plan entitled
"Yacht Club Section, Bearseast Shores,
Waldmouth, Mass." surveyed by Fred-
erick C. Hahn, Surveyor, dated April

The above described lots are conveyed subject to and with the benefit of rights, rights of way, restrictions, easements and reservations of record, inasmuch as they may now be in force and applicable.

There is also granted as appurtenant to the above lots rights of way, over all the streets and were shown on the above mentioned plans to be used common with all other lawfully entitled thereto.

For reference to title, see deed from Wilceat Shores, Inc., dated June 10, 1927, recorded with said Deeds. Book

Also, another parcel of land situated that part of said Palmyra known as East Palmyra, and being shown on plan entitled "Plan of Land in East Palmyra."

Amundson, Mass., for Esiah of Frank
Arado, January 1888, Charles N.
Co., Engineers & Surveyors,"
recorded with Barnstable Registry of
Deeds in Plan Book 206, Page 30, to
which plan reference may be made for
more particular description; con-
taining an area of 29.93 acres more-
less, according to said plan.
This parcel is conveyed to said

the right of WILLIAM A. Tobey, his heirs and assigns, to pass over said premises along the side of the Cranberry bog in the location of the present wagon road now there to, and from said bog for the purpose of cultivating same and harvesting the berries and for entrance and exit to said bog and swamp with the right and privilege of carrying thereon and

For reference to title, see deed from Manuel R. Macedo, et als, to be recorded herewith."

1. James Earl Ray,
 Book 1843, Page 116, Lots 4, 25,
 53, 60 and 75 released by Partial
 Release recorded with said Deeds,
 Book 2197, Page 242, Lots 4, 6 and 7
 released by Partial Release recorded
 with said Deeds, Book 1844, Page 175,
 Lots 2, 18, and is released by Partial
 Release recorded with said Deeds,
 Book 1783, Page 94, Lots 9, 10, 23, 37.

[illegible]

released with said Deeds, Book 1708.
 Release 187, Lot 44 released by Partial
 Release recorded with said Deeds, Book
 Book 1487, Page 335, Lot 50 released
 by Partial Release recorded with said
 Deeds, Book 1487, Page 335, Lot 51
 released by Partial Release recorded
 with said Deeds, Book 1374, Page 114,
 Lot 10 released by Partial Release re-
 corded with said Deeds, Book 1374,
 Page 125, Lots 3 and 40 released by
 Partial Release recorded with said
 Deeds, Book 1404, Page 21, Lot 80
 released by Partial Release recorded
 with said Deeds, Book 1370, Page 12,
 Lot 72 released by Partial Release re-
 corded with said Deeds, Book 1328,
 Page 17, released by Partial Re-
 lease recorded with said Deeds, Book
 1480, Page 120, Lot 60 released by Par-
 tial Release recorded with said Deeds,
 Book 2233, Page 12, released by
 Partial Release recorded with
 said Deeds, Book 1480, Page 137, Lot
 40 released by Partial Release re-
 corded with said Deeds, Book 1480,
 Page 120, Page 120, ALL OF
 PLAIN BOOK 72, PAGE 12, SECTION 4

ALSO Lots 1, 2, 6, 12, 20, 21, 23, 25
 recorded by Partial Release re-
 corded by Deeds, Book 1219,
 Page 344, Lots 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828,

SECTION B, PLAN BOOK 73,
ALSO: Lots 1 released by Partial
Release recorded with said Deeds, Book
1120, Page 1102. Lots 2 released by
Partial Release recorded with said
Deeds, Book 1120, Page 1103. Lots 3
released by said Partial Release re-
corded with said Deeds, Book
1120, Lots 4 and 5 released by said
Partial Release recorded with said
Deeds, Book 1140, Page 1114. Lots 6
released by said Partial Release re-
corded with said Deeds, Book 1140,
Page 1115. Lots 7, 8, 9, 10, 11, 12, 13,
14, 15, 16, 17, 18, 19, 20, 21, 22, 23,
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783, 784, 785, 786, 787, 788, 789,

SCHEDULE A

ALSO

Lots 25 and 37 released by Partial Release recorded with said Deeds, Book 1809, Page 1191; Lot 36 released by Partial Release recorded with said Deeds, Book 1810, Page 244; Lot 23 released by Partial Release recorded with said Deeds, Book 1809, Page 1191; Lots 37 and 38 released by Partial Release recorded with said Deeds, Book 1809, Page 1191.

Lots 25 and 37 released by Partial Release recorded with said Deeds, Book 1810, Page 244;

and Lot 38 released by Partial Release recorded with said Deeds, Book 1810, Page 244.

All of THESE LOTS ARE IN SECTION D, FLAM BOOK

[illegible]

ALSO Lots 14, 27, 31, 33, 40, 63, 72
and 73 released by Partial Release
Book 244, Lots 43 and 73 released by
Partial Release recorded with said
Deeds, Book 132, Page 1181. ALL OF
THESE LOTS ARE IN SECTION G,
PLAN BOOK 78, PAGE 52.

ALSO Lot 63 released by Partial Release recorded with said Deeds, Book 1803, Page 132, Lots 82, 84 and 89 released by Partial Release recorded with said Deeds, Book 1813, Page 244. ALL OF THESE LOTS ARE IN SECTION 3, PLAN DOGUE LOT, PAGE 121. ALSO Lots 87, 88, 89, 117, 118, 121, 122, 128 and 130 released by Partial Release recorded with said Deeds, Book 1803, Page 132.

1011, recorded with said Deeds, Book 244, Lot 100 released by
 Partial Release recorded with said
 Deeds, Book 128, Parcel 603, Lots 100
 and 107 released by Partial Release
 recorded with said Deeds, Book 244,
 Parcel 123 and Parcel 1818, Page 244,
 Release recorded with said Deeds,
 Book 1337, Page 88, with said Deeds,
 Book 1337, Page 154, Release recorded
 with said Deeds, Book 1337, Page 336, Lot 181
 and said Partial Release recorded
 with said Deeds, Book 1370, Page 870
 and said Deeds, Book 1374, Page 870
 THESE ARE IN THE CITY OF ALA. OR
 SUBSECTION, FLANK BAY

Promissory will be sold subject
 all understanding tax lites, unpaid
 er, sacrosanct and other munici-
 there, if any.
TERM OF SALE: Three Thousand,
 b Hundred (2,500.00) Dollars in
 a certified check to be paid by
 a purchaser at the time and place
 sale. Balance to be paid upon the
 delivery of the deed with ten (10) days
 the date of sale. Other terms to be
 announced at the sale.
MILTON SAVINGS BANK, Mortgagee
 Lawrence D. Dunbar, President

RECORDED AUG 15 75

RECORDED AUG 13 73

26161

MILTON SAVINGS BANK

a corporation duly established under the laws of Massachusetts
and having its usual place of business at 40 Adams Street
of Milton, Norfolk

County, Massachusetts, in consideration of

releases
to McCartin Leisure Industries, Inc., a Massachusetts corporation

of 31 Milk Street, Boston, Suffolk County, Massachusetts

the land in
XXXXXX

with public documents
XXXXXX

Certain parcels of land situated in Falmouth, Barnstable County, Massachusetts, more particularly described in a foreclosure deed of Milton Savings Bank to Milton Savings Bank dated August 13, 1975, recorded with Barnstable Registry of Deeds in Book 2223, Page 86 to which foreclosure deed reference is hereby made for a more particular description of the said premises.



In Witness Whereof the said MILTON SAVINGS BANK

has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Richard B. Paige its President hereto duly authorized, this twenty-fifth day of November In the year one thousand nine hundred and seventy-five.

MILTON SAVINGS BANK

For Authority, see Vote
filed with Barnstable
Registry District of the
Land Court as Document
No. 191,344.

by Richard B. Paige, President

The Commonwealth of Massachusetts

Norfolk,

ss.

November 25, 1975

Then personally appeared the above named Richard B. Paige, President as aforesaid

and acknowledged the foregoing instrument to be the free act and deed of the Milton Savings Bank

before me

NOTARY PUBLIC
My commission expires 19

RECORDED DEC 4 75

My commission expires

Notary Public
My commission expires 19

AM 2430 MR 81

28162

McCartin Leisure Industries, Inc.

1. Registered office: 31 Milk Street, Boston, Suffolk County, Massachusetts

and having its principal place of business at:

31 Milk Street, Boston, Suffolk County, Massachusetts.

2. Amount of tax paid: One Dollar (\$1.00)

3. Grantor: Seacoast Shores Association, Inc., a Massachusetts corporation,

of Seacoast Shores, East Falmouth, Massachusetts with qualified majority

located in Falmouth (East), Barnstable County, Massachusetts.

Description of Premises

designated as "Beach", in Section E, in the development known as Seacoast Shores, and shown on a plan entitled, "Seacoast Shores, Falmouth, Mass.; Sections A-E & E" surveyed by Frederick C. Hann, Surveyor, New Haven, Conn.; Scale: 1 in. = 100 ft. April 10, 1947", and recorded in Barnstable County Registry of Deeds, Book 37, Page 123, and more particularly described as follows:

Beginning at the Northwest corner of the premises and running thence
 Southerly by Mill Pond, as shown on said plan; thence
 Easterly by Lot 5, one hundred seventy (170) feet, more or less, as shown on said plan; thence
 Southerly by Bigwater Drive East, ten (10) feet; thence
 Easterly by Lot 4, as shown on said plan, one hundred twenty-five (125) feet; thence
 Southerly by four lots, as follows:
 Lot 4, seventy-two and 4/10 (72.4) feet;
 Lot 3, sixty and 94/100 (60.94) feet;
 Lot 2, sixty and 94/100 (60.94) feet;
 Lot 1, sixty and 94/100 (60.94) feet; all as shown on said plan; and thence
 Easterly by Bayview Drive, as shown on said plan, (now known as Bayview Drive), to the point of beginning.

The above described premises are conveyed subject to all restrictions, reservations, and encumbrances of record which may be in force and applicable, including the rights of other owners of property in the development known as Seacoast Shores to use said premises (hereby conveyed) for recreational purposes.

Said premises are also conveyed subject to unpaid real estate taxes assessed for the years 1974, 1975, and 1976.

For Grantor's title, see deed from Joseph M. Soubert to McCartin Leisure Industries, Inc., recorded in Barnstable County Registry of Deeds Book 1895, Page 265. Also see tax taking by Town of Falmouth recorded in said Registry of Deeds, in Book 2405, Page 333, and the accompanying instrument of redemption recorded herewith.

The consideration of this conveyance is such that no revenue stamps are required.

McCARTIN LEISURE INDUSTRIES, INC.

a corporation duly established under the laws of Commonwealth of Massachusetts, and having its usual place of business at 31 Milk Street, Boston, Suffolk County, Massachusetts, for consideration paid grants to SEACOAST SHORES ASSOCIATION, INC., a corporation duly established under the laws of the Commonwealth of Massachusetts, and having its usual place of business at P.O. Box 768 of East Falmouth, Barnstable County, Massachusetts 02536 with all claim covenants the land in. ALL REMAINING RIGHTS OF WAY ALONG EDGEWATER DRIVE EAST AND EDGEWATER DRIVE WEST in the development known as Seacoast Shores located in East Falmouth, Massachusetts.

Specifically excluded are any rights of way previously conveyed and any rights of way taken by the Town of Falmouth prior to this conveyance.

The rights of way conveyed herein include but are not limited to the following:

Along Edgewater Drive East:

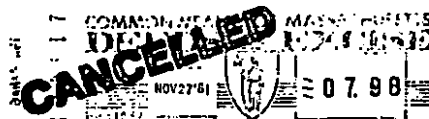
Marshall Drive, between Lots 104 and 105, Section B;
Winchester Drive, between Lots 96 and 97, Section B;
Atwater Drive, between Lot 89, Section B and Lot 1, Section D
Concord Drive, between Lots 6 and 7, Section H;
Knollwood Drive, between Lots 9 and 10, Yacht Club Section;
Off Edgewater Drive East, between Lots 17 and 18, Yacht Club Section.

Along Edgewater Drive West:

Ipswich Drive, between Lots 53 and 54, Yacht Club Section;
Forest Road, between Lots 58 and 59, Yacht Club Section;
Woodside Road, between Lot 70, Yacht Club Section and Lot 1, Section J;
Wedgewood (Ovington) Drive, between Lots 4 and 5, Section J;
Ellsworth Drive, between Lots 8 and 9, Section J;
Winthrop Drive, between Lots 12 and 13, Section J;
Bayview (Seaspray) (Bayside) Drive, between Lot 15, Section J and Lot 1, Section G;
near Pembroke Drive, between Lots 6 and 7, Section G;
Winchendon Road (Seaspray Drive), between Lot 14, Section G and Lot 1, Section E;
Columbus Drive, between Lot 14, Section E and Lot 17, Section C;
Atwater Drive, between Lot 1, Section C and Lot 19, Section A.

For title see foreclosure deed of Milton Savings Bank dated November 25, 1975, and recorded with Barnstable Deeds, Book 2271, Page 1, and see deed of Joseph J. Joubert to McCartin Leisure Industries, Inc. dated July 6, 1973, recorded with Barnstable Deeds, Book 1896, Page 266.

See also plans recorded Plan Book 78, Page 11, Plan Book 77, Page 123, Plan Book 78, Page 15, Plan Book 78, Page 13 and Plan Book 78, Page 89, Barnstable County Registry of Deeds.



CONSIDERATION FOR THIS CONVEYANCE IS \$3,400.00

In witness whereof the said McCARTIN LEISURE INDUSTRIES, INC.,
has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and
delivered in its name and behalf by J. JOSEPH MALONEY,
its Treasurer hereto duly authorized, this 5th
day of November in the year one thousand nine hundred and eighty-one.

Signed and sealed in presence of

McCARTIN LEISURE INDUSTRIES, INC.

[Signature]

by *J. Joseph Maloney, Treas.*
J. JOSEPH MALONEY, Treasurer

The Commonwealth of Massachusetts

Suffolk

ss.

11/5 19 81

Then personally appeared the above named J. JOSEPH MALONEY,
Treasurer of McCARTIN LEISURE INDUSTRIES, INC.

and acknowledged the foregoing instrument to be the free act and deed of the said McCARTIN LEISURE
INDUSTRIES, INC.

before me

Linda M. Daly

Notary Public

My commission expires

2/1



RECORDED NOV 27 81

N2

THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF CORPORATIONS AND TAXATION
HENRY F. LONG, Commissioner
215 STATE HOUSE, BOSTON

ARTICLES OF ORGANIZATION

We, George W. Condon, President, Burton L. Fitzgerald, Treasurer,
Beatrice Hemmingen, Secretary, and

being a majority of the directors (or officers, having the power of directors)

of SEACOAST SHORES ASSOCIATION, INC.

elects at its first meeting, in compliance with the requirements of General Laws, Chapter 150, Section 2, hereby certify that the following is a true copy of the agreement of association to form said corporation, with the names of the subscribers thereto:

We, whose names are hereto subscribed, do, by this agreement, associate ourselves with the intention of forming a corporation under the provisions of General Laws, Chapter 150.

The name by which the corporation shall be known is

SEACOAST SHORES ASSOCIATION, INC.

The location of the principal office of the corporation in Massachusetts is to be the Town or City of Falmouth street Seacoast Shores

The purposes for which the corporation is formed are as follows:

To maintain and promote the social and civic welfare and social contacts of the residents and real estate owners in the section of Falmouth known as Seacoast Shores; to organize and promote water and land sports among the members and their families; to engage in all activities which shall serve to improve the appearance and residential desirability of this section; to aid in securing betterments and improvements. Also, to purchase, lease, sell, hold, develop, convey, or otherwise acquire and dispose of any real and personal property necessary and proper for the carrying out of the purposes of this Corporation, and to erect, equip, and maintain social buildings, floats, and appropriate structures or buildings for the use and enjoyment of the members of the Corporation, upon and under such terms and conditions, and subject to such rules, regulations and restrictions, as the Officers, Directors, and Committee members may, from time to time, determine, but these purposes shall not include the right to apply for a license to sell alcoholic beverages.

We hereby waive all requirements of the General Laws of Massachusetts for notice of the first meeting for organization, and appoint the sixteenth day of July, 1951, at twelve o'clock noon, at Town of Falmouth, Seacoast Shores, as the time and place for holding such first meeting.

In witness whereof we have signed our names, this sixteenth day of July, 1951.

(Type or plainly print the name and address of each incorporator in space below.)

NAME	RESIDENCE Give Number and Street, City or Town
George W. Condon	143 Park Drive, Boston, Mass.
Burton L. Fitzgerald	44 Hollis Street, Milton, Mass.
Beatrice Hemmingen	114 Parker Street, Attleboro, Mass.
Redford Comfort	Seacoast Shores, (East) Falmouth, Mass.
Jack R. Lopes	Davisville Road, (East) Falmouth, Mass.
Francis K. Harrigan	27 1/2 Bay Street, Taunton, Mass.
Carl Barkhouse	4 Stearns Street, (Framingham) Saxonville, Mass.

And we further state that the first meeting of the subscribers to said agreement was held on
the sixteenth day of July in the year 1951

The name, residence, and post office address of each of the officers of the corporation is as follows:

NAME	CITY OR TOWN OF RESIDENCE <small>Actual place of domicile must be given.</small>	POST OFFICE ADDRESS <small>Street or "R.F.D."</small>
President George W. Condon,	Boston, Mass.	143 Park Drive, Boston
Treasurer Burton L. Fitzgerald,	Milton, Mass.	44 Hollis Street, Milton.
SECRET Secretary Beatrice Hammingsen,	Attleboro, Mass.	114 Parker St., Attleboro

Directors (or officers having the power of directors)

George W. Condon, 143 Park Drive, Boston, Mass.
Burton L. Fitzgerald, 44 Hollis Street, Milton, Mass.
Beatrice Hammingsen, 114 Parker Street, Attleboro, Mass.

Leave this space for filing

IN WITNESS WHEREOF AND UNDER THE PENALTIES OF PERJURY, we have to sign our names,
this sixteenth day of July, 1925

(President, Treasurer, Clerk or Secretary, and majority of Directors or of other Board, sign in space below.)

George W. Condon
George W. Condon, President and Director

Burton L. Fitzgerald
Burton L. Fitzgerald, Treasurer and Director

Beatrice Hammingsen
Beatrice Hammingsen, Secretary and Director

RECEIVED

35-1A-CASH

AUG - 1 1951

CORPORATION DIVISION
SECRETARY'S OFFICE

THE COMMONWEALTH OF MASSACHUSETTS

WRITE NOTHING BELOW

CORPORATIONS FOR CHARITABLE AND CERTAIN OTHER PURPOSES

Seacoast Shores Association, Inc.

Fee \$25 Paid

ARTICLES OF ORGANIZATION

General Laws, Chapter 186, Section 7

Filed in the office of the Secretary of the Commonwealth
and Certificate of Incorporation issued

on or August 1, 1951, 1951

DEPARTMENT OF

C
M
S

AUG 1 1951

CORPORATIONS AND TAXATION

CERTIFICATE
RECEIVED

AUG - 3 1951

BY SECRETARY'S OFFICE
THE DEPARTMENT OF CORPORATIONS
AND TAXATION

I hereby certify that, upon an examination of the
written articles of organization, the agreement
of association, and the record of the first meeting of
the incorporators, including the by-laws, duly sub-
mitted to me, it appears that the provisions of the
General Laws relating to the organization of corpora-
tions have been complied with, and I hereby approve
said articles

on or August 1, 1951

Commissioner of Corporations and Taxation

CHARTER TO BE SENT TO

Mr. Newman

70 State Street

Boston

NOTIFICATION SENT TO

Boston, Milton, Attleboro, Falmouth

Taunton, Framingham - 8/8/51

2010



2021

