

COMMONWEALTH OF MASSACHUSETTS
BARNSTABLE, SS.

SUPERIOR COURT DEPARTMENT
CIVIL ACTION NO. 2472CV00032

FRIENDS OF SEACOAST SHORES, INC., ET ALS.,
Plaintiffs

v.

SEACOAST SHORES ASSOCIATION, INC.,
Defendant

**AFFIDAVIT OF CECILY ANNE O'REGAN
IN SUPPORT OF PLAINTIFFS' SECOND MOTION TO AMEND COMPLAINT**

I, Cecily Anne O'Regan, on oath depose and state as follows:

1. I am an attorney in good standing licensed to practice law in the State of California, District of Columbia and the Commonwealth of Massachusetts. I have a Bachelors of Science from the University of California, Irvine. I also have a juris doctor from the University of San Francisco and an LLM from the University of Edinburgh (Scotland). I am also an inactive Solicitor licensed in the United Kingdom. In addition to working as a full time attorney, I have also taught entrepreneurship and entrepreneurial law at the graduate level at the University of San Francisco.

2. I reside at 69 Ovington Drive, East Falmouth, MA. My husband Patrick purchased this property in 1991 in part because of the easements that provided access to the water and boating opportunities in Waquoit Bay. We moved back to the property full time in 2022.

3. I am a named plaintiff in this action and currently serve as Clerk (Secretary) for Friends of Seacoast Shores, Inc. ("FOSS").

4. The Mission Statement of FOSS is: *Our mission is to protect and uphold the property rights of homeowners and residents, ensuring that everyone —regardless of wealth or status— has an equal voice in the future of our community. We stand against exclusionary practices that seek to push out or marginalize any member of the community and respect those who have built and sustained our neighborhood over generations. Through advocacy, education, and*

community engagement, we work to preserve fairness, inclusivity, and the rich history of our community for all who call it home.

5. As part of my role as Clerk for FOSS, I coordinate preparing and sending communications to owners and residents of Seacoast Shores as well as email communications to people who have requested to receive communications from FOSS. Not including the named plaintiffs, the current FOSS mailing list of supporters is over 180 people.

6. As an officer of the court, I also take the ethical obligation of the duty of candor seriously whether I am communicating with court or with the residents and owners of Seacoast Shores. Towards that end, I carefully review statements to ensure a high degree of accuracy based on the facts known to me with an eye towards informing the recipients and allowing them to make their own informed decision.

7. McCarthy Affidavit, paragraph 19 states that the FOSS communications “sets forth several inaccurate or false statements, in an effort to scare residents and turn them against SSAI.” without specifics. While the statements in the FOSS communications outline the position of FOSS with respect to the property owner’s existing legal rights and our opinion based on the facts in our possession, I disagree with her conclusory statements. The object of the FOSS communications is to inform people of their legal rights. An example of “denigration” communications by SSAI (as discussed more fully below) is Mr. Frawley’s repeated reference to FOSS members as being “liars” who “don’t want to pay for anything” and his suggestion that people who live in the neighborhood would turn the clubhouse into “animal house” if they were allowed access. It is my view that, for example, the communication sent by SSAI 2014 advising the community that due to its dire financial condition, SSAI was considering “selling the beach and ROW” would be an example of an inaccurate or misleading statement the object of which was to scare the residents and owners. [Exhibit A, 2014 Summer SCAN page 2.] The “Save or Sell ROWS & Beach” article fails to provide a complete statement of the facts, namely that any “sale” of the beach or ROWS SSAI purports to own would be subject to the already existing legal deeded easement rights of the vast majority of the property owners.

8. As part of my role as Clerk for FOSS I have reviewed the original 1947 recorded Plan for Seacoast Shores and a list of properties for which taxes are paid. [Exhibit B, annotated 1947 Seacoast Shores Plan] According to the Town of Falmouth records I reviewed, there are 947

tax bills for properties in Seacoast Shores. Based on the declaration of Frawley [¶25] only 234 investment members paid annual dues for 2025 of which only 177 paid clubhouse membership fees (allowing access to the restaurant and amenities during July and August), and 106 residents who are not investment share members paid dues. According to Frawley's declaration, paragraphs 25-26, only 340 households are paying the annual dues (~35%) of the 947 properties. ¶

9. As part of my role in FOSS, I have also engaged in communications with property owners in Seacoast Shores. These communications show support for proceeding with this lawsuit to gain clarity over the owner's legal rights and obligations. While there are property owners willing to be added as named plaintiffs, many people have expressed concerns about being named as a plaintiff or being identified because they fear aggressive and retaliatory behavior by SSAI and its Board Members.

10. For example, on July 12, 2025, I spoke with an elderly property owner living on social security. The property owner had heard about SSAI's practice of submitting invoices during real estate transactions at the time of closing which claimed a past due balance for association dues. [**Exhibit C**, email from Dan Frawley to Arlene Philla (mortgage loan originator) dated August 30, 2021, with a "legal background" purporting to support SSAI's position that the homeowner in their 80's attempting to get a reverse mortgage who had never been members of SSAI owed dues.] The property owner I spoke to felt that due to their age and health they anticipated needing to sell their home in Seacoast Shores sooner rather than later and would need all the proceeds from the sale. The property owner also expressed a fear that due to the time sensitive nature of a real estate transaction they would essentially be forced to pay any invoice presented by SSAI in order to complete a sale.

11. In another conversation on July 25, 2025, I met with a paying SSAI member who requested to remain anonymous specifically expressing a fear of reprisals by SSAI. During that meeting this member indicated that at the 2025 SSAI annual meeting it was clear to this person and several of the neighbors they had spoken to that the restaurant operated by SSAI was losing money and they believed that the funds they paid to SSAI to maintain common areas were being used to subsidize the restaurant even though they did not have access to the restaurant (or other facilities) during July and August. This SSAI member also indicated that during the litigation question and answer session at the 2025 SSAI annual meeting that Mr. Erickson, an attorney

on the SSAI board, appeared visibly upset and seemed unable to clearly answer questions posed by the members and they wondered how the issue with FOSS could be resolved without a determination by the court.

12. I have also spoken to several people who stated that they were told by either Frawley or another member of the SSAI board that SSAI specifically does not want everyone in the neighborhood to have access to the clubhouse, restaurant or amenities and referred to some neighbors as “riff raff.”

13. In paragraph 7 of Frawley’s Affidavit with respect to the original clubhouse, he states “in 1952 SSAI built ... a one story, cinderblock clubhouse” and “some events were open to all residents, while others were open only to those who paid annual dues.” Frawley’s statements are conclusory and unsubstantiated. The history of the community suggests that residents worked together to raise funds as needed and to organize volunteers to clean and maintain the clubhouse and ROWs. Absent records to the contrary, there is no evidence that SSAI built the clubhouse. Moreover, I have been told repeatedly by many long term and multi-generational residents of Seacoast Shores that members of the community were never excluded from any of the easements or from the original clubhouse (or any events at the clubhouse).

14. In paragraph 19 of Frawley’s Affidavit, he states “All residents of Seacoast Shores have the benefit of the Association beach, the rights of way, and the right to join the Association. Every year, SSAI sends invoices to all residents for the annual dues.” These statements align with Plaintiffs’ position that the deeded legal easement rights provide all owners and residents of Seacoast Shores the legal right to access the beach and rights of way. Moreover, the statement that residents have “the right to join the Association” confirms Plaintiffs’ position that the association is voluntary and aligns with SSAI’s Bylaws which require an application be completed and approved for membership. [Similar statements about the voluntary nature of SSAI appear in paragraphs 6 and 9 of Frawley’s affidavit.] However, these statements under penalty of perjury are in stark contrast to SSAI’s actions and communications that dues are a mandatory obligation for all residents (not even all homeowners). [**Exhibit D**, undated document from SSAI describing “A Legal Obligation for Every Resident.” and email to Philla discussed above.] SSAI clearly states its position that “EVERY resident is legally obligated to pay such Association Fees.”

15. In paragraph 11 of Frawley's declaration, he states "membership would not support higher dues without an improvement and expansion of membership benefits, like a restaurant, bar, pool and organized sports." However, an anonymous 2009 notice was provided to property owners in Seacoast Shores stating "you deserve complete and accurate disclosure from the Association." **[Exhibit E]** This 2009 notice, which predates FOSS, also discusses an impairment of deeded easement rights. Attached to the notice is an email from Bill Erickson, an attorney and current SSAI Board Member, expressing concern over the cost for the clubhouse project and the "limited resources of the residents." An email from another attorney, Frank Beckstein, is also included outlining why he would no longer maintain his association membership. Mr. Beckstein also points out that the support for the project appeared to have decreased.

16. With respect to McCarthy's paragraph 17, it is true that FOSS requested people consider becoming plaintiffs and acknowledged it was not a small request. The court will no doubt appreciate that the legal profession has a profound responsibility to ensure that underrepresented and at-risk groups are not only represented but also have meaningful access to justice. This duty stems from the profession's role as a guardian of the rule of law and a facilitator of equal protection under the law. The community of Seacoast Shores has been designated an environmental justice zone by the Commonwealth of Massachusetts based on the fact that the median household income is at or below 65% of the statewide median income. As discussed herein, based on communications with the community, FOSS is extremely mindful that there is a considerable amount of fear on the part of many property owners that SSAI will retaliate if SSAI becomes aware of their involvement or support of FOSS. It would be insensitive to overlook the overall economic make-up of the community or to disregard the expressed fear of property owners. Particularly since many of these property owners are not in a financial position to defend themselves against any actions SSAI might take.

17. With respect to McCarthy's paragraph 22 and Exhibit 4 (which is attached hereto as **Exhibit F** for convenience), neither side of the signs includes a website address. In fact, FOSS established its web presence after obtaining the yard signs **[Exhibit G** is a close-up of the both sides of the sign which clearly shows no website].

18. With respect to McCarthy's paragraph 23, notwithstanding the fact that the yard sign is a legitimate exercise of free speech, the yard sign at 69 Ovington is not on the property line [see

Exhibit H] the sign is adjacent the property line approximately 2 feet from the property line facing the property owned by an LLC operated by McCarthy's son Matt McCarthy. The point of this statement is unclear given that owners and real estate agents generally must disclose to prospective purchasers any known litigation involving the homeowners association when it could materially affect the value or desirability of the property. Moreover, it is worth noting that 63 Ovington was purchased by "63 Ovington LLC" on November 1, 2023 **[Exhibit I]** and the Investment Certificate signed by SSAI and notarized by McCarthy lists the encumbered owner as "63 Ovington Drive LLC" **[Exhibit J]**

19. On July 8, 2023, I attended the Seacoast Shores Association Inc. (SSAI) annual meeting. At the meeting, Dan Frawley, President of SSAI, oversaw a power point presentation of over 100 slides to the SSAI members. During the meeting Frawley stated that the SSAI strategy was to get everyone to record an obligation to pay dues to SSAI in perpetuity.

20. During the July 8, 2023 meeting Frawley also indicated that a purchased investment share no longer existed unless it was recorded. I understood this to mean that unless an investment share purchaser encumbered their property with an obligation to pay dues in perpetuity, the money paid to purchase the investment share offered by SSAI was forfeited.

21. During the July 8, 2023, meeting Frawley went on to state there was another association in the neighborhood, which he identified as FOSS, that was not doing anything to help the community. Frawley repeatedly referred to FOSS as liars and said that the FOSS group wants all the benefits but doesn't want to pay for anything. Frawley also stated that he does not believe the Town of Falmouth has an easement in Bayside (at the beach) and indicated SSAI eventually plans to fight the town on the issue.

22. SSAI sent solicitations to my husband and me offering "investment certificates" and "resalable investment certificates." We were living in California at the time but believed that purchasing the offered investment certificate would be beneficial for the community. At no time were we told that SSAI's intention was to exclude people from access to their deeded easement rights. We also were never informed that "investment" did not have its plain and ordinary meaning or that as consideration for purchasing an investment we were also expected to encumber the property in perpetuity.

23. After returning from California, on July 29, 2023, I attended the SSAI new member meeting to gain first hand information on the current status of SSAI membership. During that

meeting Dan Frawley disclosed that the clubhouse restaurant had a meals income of \$260,000, a staff cost of \$320,000, a food cost of \$120,000. I believe those numbers calculate to a net operating loss of at least \$180,000 for the restaurant operated by SSAI. As noted above according to Frawley's declaration, paragraph 25, in 2025 only 177 have paid clubhouse membership fees. Consequently, according to SSAI's policy regarding access to the clubhouse and amenities only 177 households can patronize the restaurant located on deeded easement rights of others who are denied access during July and August (peak season). I believe access by only 177 properties is consistent with the operating loss disclosed by Frawley in 2023.

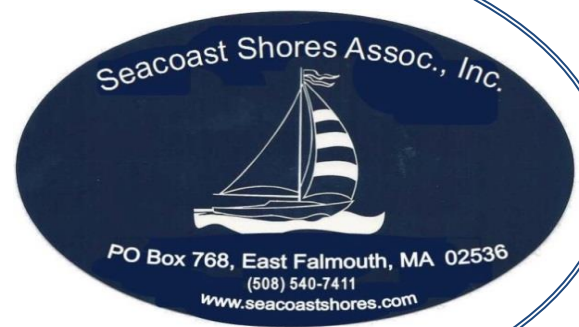
24. Frawley also stated in 2023 to the potential new members in attendance that SSAI did not want to open the restaurant to anyone in the neighborhood because SSAI did not want the clubhouse to become like "animal house." Frawley again stated that there was a group of liars in the neighborhood that did not want to pay anything or approve anything.

25. Frawley also stated during the July 29, 2023 meeting that during the 2015 period when SSAI hired a guard to restrict access to the beach, he waited around the corner, out of sight, and listened to what happened as people were turned away. The Town of Falmouth sent SSAI a cease and desist letter via certified mail on July 24, 2015 demanding SSAI stop denying access to the beach (**Exhibit K**).

26. During the same July 29, 2023, meeting, Dave Smith, an SSAI Board Member, also stated that SSAI is about 25 years away from being able to control how owners build, renovate, landscape and the like. I interpreted this statement to mean that it was the long term intention of SSAI to essentially back door the community into a planned community with, among other things, a financial obligations to support a homeowners association. In my opinion this opinion is supported by SSAI's ability to interfere with real estate transaction resulting in issuance of mortgages that include a "Planned Unit Development" rider. [See, for example, **Exhibit L**, page 2 of Mortgage of Tsanotelis, notarized by Andrea McCarthy and recorded July 30, 2021 showing a PUD rider. It is worth noting that McCarthy has not included a PUD rider on her mortgage according to available public records. **Exhibit M.**]

SIGNED this ___ day of August 2025, in East Falmouth, Massachusetts, under the pains and penalties of perjury.

Cecily Anne O'Regan



Summer 2014 Headlines

- **Right of Ways – Important Meeting on August 23rd at 9:00 A.M. at the Clubhouse – page 2**
- **Seacoast Shores Beach Renourished – page 3**
- **Busy Season at the Clubhouse page 4**
- **Seacoast Shores Association Scholarships Awarded – page 18**

Message from our President

Dear SSAI Members,

I hope that our summer weather sticks around for a while. But, what do we do about the almost constant wind at about 25 knots every afternoon?? The pools are beautiful and our Clubhouse Members are enjoying great swimming and water aerobics. What a difference a season makes.

I would like to thank all of our Board Members for their extra effort throughout the year. Your support is deeply appreciated.

I would like to welcome **Dan Hickey** and **Kathy Chianca** to the Board and provide a special Thank You to **Paula** (my wife) for stepping in as Board Secretary for the end of last year and the beginning of this year.

Again, a Thank You to **Dan Hickey's Membership Team** and to **Bill Erickson's ROW Team**. In early June, Bill and I walked most of the SSAI ROWs

and took pictures of their current physical situation which is worse than we had hoped for. More on this later in my article.

Our VP, Bob **McLaughlin**, is conducting a *Beach Survey*. Please assist him if calls upon you.

There is still available A Clubhouse Benefit Program for 2014. The 2014 SSAI Association Dues remain the same as last year at \$300. The Clubhouse Benefit applies to all 2014 Association Members (those who pay the annual Association Dues of \$300.) but are not Clubhouse Investor Members. All Seacoast Shores Residents who become 2014 Association Members but are not Clubhouse Members will receive a \$25 Clubhouse Benefit amount that may be used at any time during the 2014 season at the Clubhouse. It can be applied to food, beverages, apparel, special events or anything the clubhouse offers. This program was described in a mailer that was sent to all non-Clubhouse members along with a copy of

the 2014 SSAI Clubhouse Calendar in late January. It's a great deal.

Scholarship Winners

Congratulations to **Hannah Doucette** and **Alyson Skelly**, best wishes for success in your college careers.

Save or Sell ROWS & Beach

Current Situation - Many of the SSAI ROWs are in major disrepair due to erosion, neglect, user physical misuse and abutter infringement - reference Bill Erickson's presentation at the Annual Meeting about ROW 12 E.

There is No Money \$\$\$ in the current budget or any previous SSAI budget over the past 12+ years for ROW Maintenance - it's a fact!!!

Current SSAI Members will not pay additional annual dues for the maintenance of our ROWs – based on inputs that I have received from them.

Current SSAI Members will not continue to pay for Beach re nourishment and maintenance - a major swing in how our SSAI members feel. The few will not continue to pay for the many users who do not pay annual dues.

We need to add SSAI Members who stay with the SSAI as long as they live in Seacoast Shores - best estimate 200-300 additional residents must become SSAI Members so that we can have the financial resources and stability to fix and manage our assets (ROWS and Beach). It's too risky to initiate expensive projects that include expensive coastal engineering solutions with the prospect of having the financial resources experience wide variations from year to year.

Last resort SSAI does nothing or somehow finds buyers for the ROWS.

Beach – There will be ideas presented for a Management Plan for the Beach.

Help us get Seacoast Residents who are not SSAI Members but do use **ROWS** and/or the Beach to our special meeting for **Ave or Sell & Beach** at **9 AM Saturday 8/23/2014** at our Clubhouse. There is a page on our web site dedicated to material for this meeting. Check it out. www.seacoastshores.com

Reminder to Clubhouse Members – please use all of your Food Minimum \$ in 2014. Carryover will NOT be allowed to 2015.

See you at the SSAI Beach, Clubhouse Dining, Pools and soon at the Tennis Court.

Thank you for your serve – to **Lee MacLeod**, **Don Weymouth** and **Peg Boyle** who are leaving the Board.

Regards,
Dick Sette – President

ROWS & Beach

PLEASE ATTEND THE SPECIAL MEETING ON SATURDAY, AUGUST 23 AT THE CLUBHOUSE STARTING AT 9:00 AM TO DISCUSS THE FUTURE OF THE ROWS and IDEAS FOR A MANAGEMENT PLAN FOR OUR BEACH. BRING A NEIGHBOR. LET'S SAVE THE RIGHT OF WAYS!

What will the Association do with the ROWs? Restoration of ROW 12E alone is projected to cost as much as \$15,000! Are we going to pay for it? What about the work needed at the other 19 ROWs that the association owns? Do we have the money? Where will it come from? Do we have any options?

Following up on the ROW discussion at the Annual Meeting, we have scheduled a special meeting to discuss the future of the ROWs in detail and without the time limitations that the Annual Meeting imposes. I will make a presentation on all of the ROWs with a more

detailed outline of the specific problems we face now and going forward. Erosion, wetlands regulations, allowed uses, misuses and maintenance costs will all be covered. Then you will be able to voice your opinion and, hopefully, we will reach a consensus about SSAI's commitment to the ROWs. If you came to the Annual Meeting and stayed till the end, I thank you. Please follow through and come to this special meeting as well. If you could not make it to the Annual Meeting, please attend this special meeting.

Please help. We would like to get the word out to every homeowner or long-term renter on Seacoast Shores. Door-to-door flyers, e-mails and signage will all be important. Call me if you are willing to help at 617-851-3640. An hour or two of your time can make a big difference. Let everyone know that they are all invited and encouraged to attend.

I look forward to seeing you there. In the meantime, if you have any questions, please e-mail me at wericars@aol.com.

Bill Erickson

Summer of 2014 at the Beach

We started the 2014 Beach Season with a newly renourished Beach. The Beach looks great with the 485 tons of new beach sand. This was, again, a huge undertaking obtaining the proper local, state, and federal permits, and overseeing the construction phase. The last renovation project was in April of 2005, some nine years ago. I am proud to have this resource in Seacoast Shores. As always, I encourage you to join our Association since your membership helps to renourish the beach, maintain the beach, provide swim buoys, and provide clean water sampling each season.

On Saturday, June 28th, we kicked off the summer season with our Annual Membership Beach Party/Cook Out. Free hot dogs and hamburgers were served to everyone at the beach. This year, we provided for over 325 of our beach goers. Not only was the weather great, but also it allowed everyone the opportunity to socialize with his or her friends at their favorite place the beach.

Now everyone can finally relax and enjoy the beach.

Hope to see you all there!

Tom Rodger - Beach Committee Chair



BBQ at the Beach Part



Stephanie with Granchchild and Amy

Town Liaison

White's Landing Update

With the passing of each boating season, the project to upgrade the White's Landing road and boat ramp has seemed to get further away. However, in a recent communication with Peter McConarty, Falmouth Town Engineer, things finally appear to be moving ahead. Town funding for the road improvement has already been put aside and a March-June 2015 date has been set for completion of that portion of the project. Mr. McConarty indicated that that is a solid forecast. As for the ramp and launching site, all of the necessary permitting and plans have had to be revised again per order of the Town's Conservation Commission. Hopefully, they will be finalized soon. To my knowledge, no improvement is planned at this time for the parking lot and trailer storage area.

FEMA Update

The state coordinator for FEMA, Richard Zingarelli, worked with Falmouth Town Planner Brian Currie on creating regulations that would satisfy floodplain management requirements. The results of their collaboration took effect on July 16, 2014. Basically, the FEMA program provides flood insurance protection to property owners in return for local government commitment to floodplain management. Falmouth joined the program in 1982, around the same a time the previous maps were drawn. On its new maps, published about a year ago, FEMA established base flood elevation which affects all houses for insurance purposes. This new BFE (about 2 feet higher than the previous one, according to Eladio Gore) has precipitated stricter building codes for new construction and tougher regulations for major renovations to existing homes (if the renovation would increase its market value by 50 per cent). Even though the federal bill to delay implementation on the new FEMA maps is in place, Falmouth

has acted to adopt them so as to allow houses and structures to be grandfathered from flood zone building code. Falmouth and other communities need NFIP (National Flood Insurance Protection) to get or keep a mortgage and to be eligible for federal assistance though FEMA in case of a disaster. If the maps were not adopted, residents would not be able to attain these benefits. Need more information? Contact the offices of Eladio Gore, Town Inspector, or Brian Currie, Town Planner. There is also much information online, beginning with the FEMA home site. Rep. William Keating's website also contains much information. To locate the new flood zones on Seacoast Shores, visit the clubhouse to view the large map in the lobby opposite the office or go to www.falmouthmass.us "FEMA Flood Zone Maps".

George Ghiorse - Town Liaison

Clubhouse Events

It has been a very busy season at the Clubhouse with, once again, many new faces joining in the fun. Many new events have already taken place with more to come.

The *Speakers Program* that we have had on several occasions had great turnouts with a wide variety of topics being discussed.

Zumba will takes place on Tuesdays and Thursdays in the lower room of the Clubhouse from 9-10 a.m. We are always looking for more people and you can go at your own pace.

Water aerobics happens every Monday, Wednesday and Friday at 8:30 a.m. in the pool. We have had great response and people are having a great time. Join us.

Tuesday, July 11th, was our first *Movie Night* of this season. Wanted ... help overseeing it and customers to watch.

We had our first *Family Game Night* on Thursday, July 10th from 6:30-8:30 p.m. in the lower room. We could use a volunteer to help organize it.

We held our first *Tween Night* on Friday, July 11th at 6 p.m. downstairs in the Clubhouse. Colleen McCretton and Elaine Collins planned a scavenger hunt. Details available on the website.

We would like to host a *Teen Night* at 9:30 p.m. Again, we are looking for a teen to help organize this and for all of our teens to give us ideas for the night.

Our *Annual Association Barbecue* was on July 12th with our own, Brownie, the D.J. providing the music.

Moving forward, our very first *Open Mic* night was on Friday, July 18th and was hosted by our own Tim Greve. There is another one scheduled for August.

On Saturday, July 19th *Sam Frawley* and his troupe returned to entertain us again. They were a big hit last summer.

On Saturday, August 9th we will have our *Annual Lobster Bake* with Dan McCarthy singing and strumming the night away. We are again having a *Silent Auction*. We are asking for donations for this. If you have something to contribute, please contact Tricia Smith at pehsmith@hotmail.com

Please, if you haven't already participated in one of our activities, come on down and have some fun. If you have any ideas for future activities, let us know. If volunteering is in your blood, we can always use your help. Come and meet your neighbors!

Thanks
Eleanor Bouvier - Social Chairperson

Website

We are now tidying up the website for conversion to the *ClubSoft* environment after the season is over. Jeff or Dick has been posting any events to both the main Seacoast Shores page as well as the Calendar and the Clubhouse Dining page, if it is related to dining.

Colleen McCretton has also created a Facebook page, so if you would like to become a member of it, send a note to her at cmccretton@yahoo.com. This is not to replace the website but to create more of a social networking site that many have been asking for.

Don Weymouth

Volunteers

The volunteers of SSAI have already made a wonderful contribution to the community this year! We had a great showing of eager volunteers (about 20 people) for the front entrance clean up back in late May. As you drive into the Seacoast Shores peninsula, please say out loud, "Thank you for all your hard work!" ☺ We also had a great turnout of people helping with the cookout at the Beach Party back in June. Thanks to the volunteers we were provided some fabulous burgers and hotdogs!

The volunteers are involved in a whole host of activities, at the Clubhouse as well as around the neighborhood. Tom Rodgers tells me that he has some great people helping out with the beach as well as testing the water in the pool. Arlene has people helping her on a regular basis with landscaping. Other volunteers have kindly offered help with other fun events at the Clubhouse for the young (movie nights and bingo nights) and older (water aerobics and Zumba).

Ultimately, our volunteers are crucial in making SSAI such a wonderful and enjoyable place to

be. I do hope that the volunteers who are reading this article are in agreement with me:

The act of volunteering is satisfying in so many ways: keeps you active, social and you know you are helping your community.

So, for those of you who are thinking of reaching out to me to become volunteers, please keep the latter in mind. I do need more volunteers, especially people who can help out with events during the week. So please contact me at: Jnorstrand@hotmail.com

As always keep in mind the following:

"Ask not what your community can do for you, but what you can do for your community"

Julie Norstrand



Volunteers cleaning the front entrance and at the beach party

Membership

We are at 92% of the goal for 2014 Association Membership. Please continue to reach out to your Seacoast Shores neighbors. Thanks to all who have tried this year. Less than 1/3 of the residents are paying for the rest of the community. I'm a big fan of charity for a good cause but I'm not sure this qualifies? The \$300 annual dues per family are reasonable given the benefits. That's about \$0.83 cents per day. If anyone has a legitimate reason why they shouldn't pay their fair share, please let me know. I haven't heard of one yet.

Children's Bingo

Once again, Children's Bingo has gotten off to a fantastic start. We kicked the season off on Monday, June 30th with a full house. It was great to see all the familiar faces as well as many new ones. Many parents and grandparents have told me how happy they are that their children and grandchildren are meeting other kids through the SSAI social events like Bingo.

I also want to thank everyone who has been helping me this year. If you've been to Bingo, you know have many tables and chairs need to be set up and put away, trash to pick up, etc. The kids at Seacoast Shores (and their parents) are always more than willing to lend a hand and I truly appreciate it.

Bingo is held every Monday night in July and August at 7:00 pm in the lower level of the Clubhouse. SSAI Members and guests of all ages are welcome.

Elaine Collins



Fun at Bingo



Please call "4" ...



Summer Morning at Eel Pond

Photo by K. Casey

Landscaping

All is good at the Front! I want to thank our wonderful volunteers to whom I'm very grateful: Joan Mullen, Mark Slomba, Phyllis DePaolo, resident "tree man" Arborist Bob Graymont, our sign man George Collins.

Many hands make for light work! Happy Summer!

Arlene Schubert



Please call Arlene at 612.810.0786 for details or just show up on Thursday and see me. This will be a very fun way to meet new people!

Arlene Schubert



Game Night

Family Game Night

We had a great time and shared some very exciting moments. We have some very competitive folks here on Seacoast! Please come and join in the fun. We are also looking for someone to help with this weekly event in the lower level function room to organize games and to welcome everyone.

The Importance of Milkweed

It seems that lately, I have come across milkweed in one form or another. An "orphan" that appeared near a hydrangea in my front garden last year, now has three others by it. Today, I saw some tiny iridescent flies feasting on the flower's nectar (see the photo). On my daily walk down Edgewater East, I noticed a sweet fragrance, and it turned out that there was a small stand of this native plant growing

beneath a young mimosa tree. Honeybees were buzzing all around it. Then, while reading Wicked Local online, I discovered that some members of the Waquoit Church on Route 28 currently have a milkweed project taking place.

Why would parishioners distribute free milkweed seeds?

Well, monarch butterflies lay eggs on milkweed, since the caterpillars

only eat this plant for sustenance. During the last few years the monarch's population has greatly dwindled. Twenty years ago, they wintered in almost 45 acres of forests in Mexico's Sierra Madre Mountains, but the area they now occupy is just on a little over an acre and a half of land. Apparently, along their 2,500-mile migration (it takes several generations to make the journey to and from Mexico to Canada), these amazing insects have encountered problems: extreme heat and cold weather and the loss of milkweed habitat due to intense planting for farm crops and the use of herbicides.

So, try rethinking about growing milkweed in your Seacoast yard - even in a back corner or in an uncultivated area. You just might see some majestic monarchs feeding on the aromatic pink and white flowers, and you will know that you are trying to save this beautiful creature from extinction.

Kathleen Casey



Eel River West Dredging

The Harbor Master informs us that the permitting is stalled because the Waquoit Bay

Estuarine Research Reserve (WBNERR) has not yet sent a Letter of Benefit to the DEP regarding the site for the disposal of the dredge material (spoils). Our committee will be calling WBNERR this week to try to find out what the hold-up is. Please stay tuned for updates.

Bill Erickson

Waquoit Bay Reserve

There are a lot of programs and events going on at the Waquoit Bay Visitor Center as well as South Cape Beach this summer.

We have a calendar and listing of events on our website Waquoitbayreserve.org.

We also have program flyers and schedule brochures posted at the reserve Visitor Center as well as at South Cape beach. I have also dropped this information off at the Association Clubhouse.

Gabriel Lundgren
Park Ranger (Coastal Shorebirds)

What a Deal!

What can you get today that's a bargain?

Not much. Even a tank of gasoline can easily run \$50.00 or more.

Just a small cup of Dunkin Donuts coffee a day will run you well over \$500 a year.

A good bargain is hard to find....yet, there's one very close to home.

Where can you go that provides a clean, renovated, safe beach for the entire family, especially for kids?

Where can you go that has this beach within walking distance from your front door?
Where can you go ... anywhere ... that provides over 30 Rights of Way ... to get you to and from water access?

Where can you go as a Community that provides extra police patrols to keep the neighborhoods safe?

Where can you go that has neighbors willing to invest in the community to make it more attractive?

Where can you go where neighbors come together and invest in upgrading a community center that still offers everything it always did and much, much more.

Where can you go where people can get together to exchange ideas, discuss priorities, debate and agree on what can better serve the Community?

Where can you go where neighbors contribute to a scholarship fund to assist a young, bright, promising student(s)?

Where can you go with a waterfront and surrounding areas that are guaranteed to remain undeveloped and preserved?

Falmouth Yacht Club? No
Woods Hole Golf Club? No
Waquoit Yacht Club? No
Green Harbors? No
Seacoast Shores? YES!
For annual dues of \$300.....what a deal!!!

If you've paid your \$300 annual dues.....Thank you!

If you haven't.....please reconsider.
Join in.....be a part.....we offer so much.....
\$300.....THE BEST DEAL IN TOWN!

Comments welcome:
Bob McLaughlin
bob.mclaughlin@hologic.com



Photography by Tom Noonan



Newest Residents of Childs River

Clubhouse Parking

Parking at the Clubhouse is a work in progress due to the ongoing construction of the tennis court. Thank you for your continued patience as we finalize the work.

It should be noted that Clubhouse staff have been instructed to park in the lawn area between Seacoast Shores Boulevard (SSB) and Farview Lane (the dirt road in front of the Clubhouse). Please fill all of the parking in the immediate vicinity of the clubhouse to include

the area near the dumpster and the 3 spaces in front of the main doors of the Clubhouse. We want to minimize the use of the parallel parking spaces along Farview Lane. Please familiarize yourself with the parking schematic.

Upon completion of the tennis court, we will be spreading some more sea shells to further define the parking areas and a fence will be erected between Farview Lane and SSB. We are looking at different options to mark the parking spaces next season in order to make the parking spaces more obvious. These continued improvements and efforts will help to promote a safe environment for SSAI members and our neighbors.

Please observe the following policies:

- Drive slowly in order to promote safety and keep the dust down in the parking area.
- Do not drive across the curb between Farview Lane and SSB.
- Do not back into the spaces between Farview Lane and SSB.
- Fill all parking spaces around the Clubhouse before you parallel park on Farview Lane.
- Keep noise down to the best of your ability (radios, cell phone conversations and running vehicles) to promote a quiet environment for the abutters.
- Do not park on SSB.

If anyone has any questions or suggestions regarding parking at the clubhouse, please call or email me anytime.

GEORGE COLLINS, P.E., SSAI Volunteer
Resident Engineer
617-347-1363 grcpe@aol.com



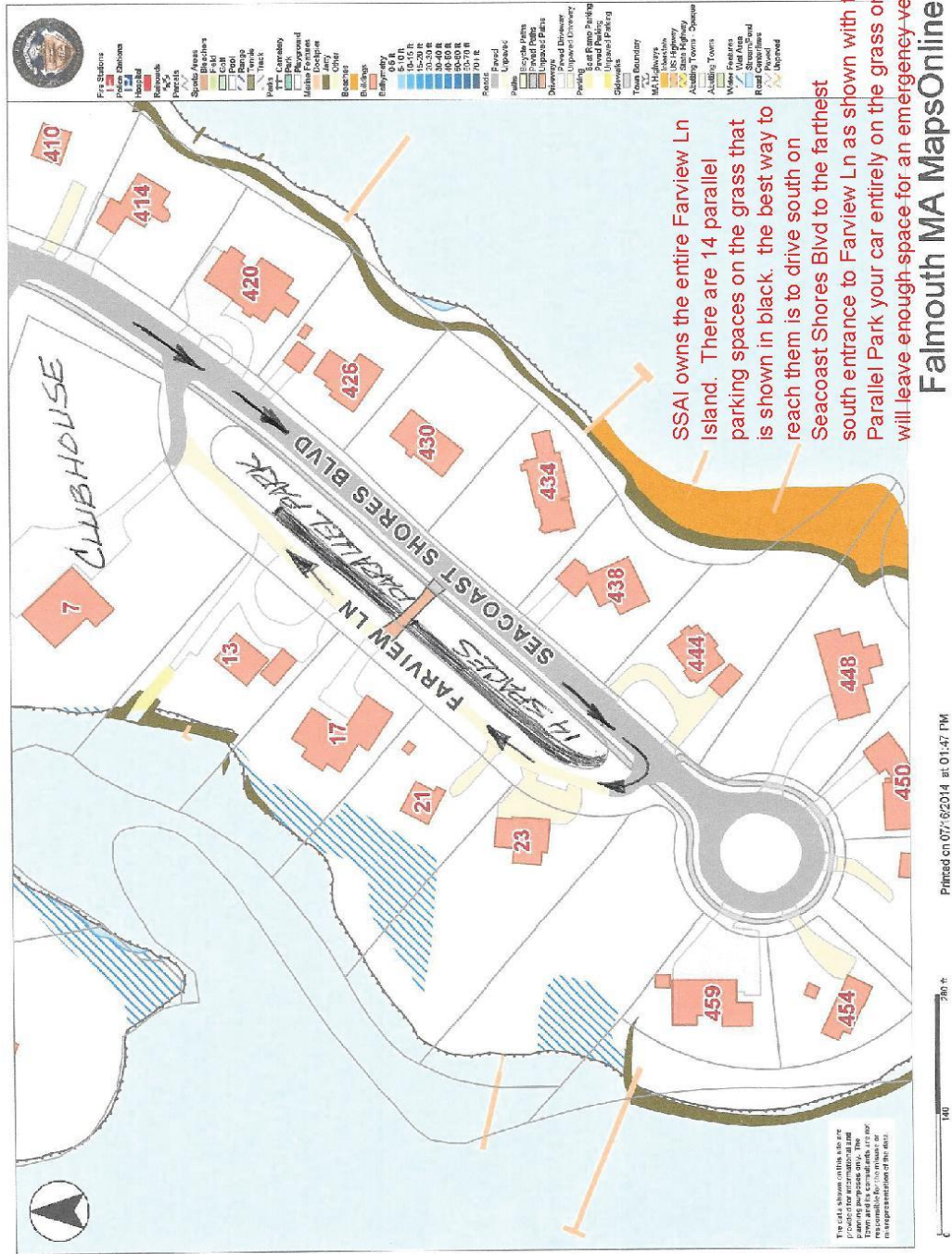
James and Paula



Trisha



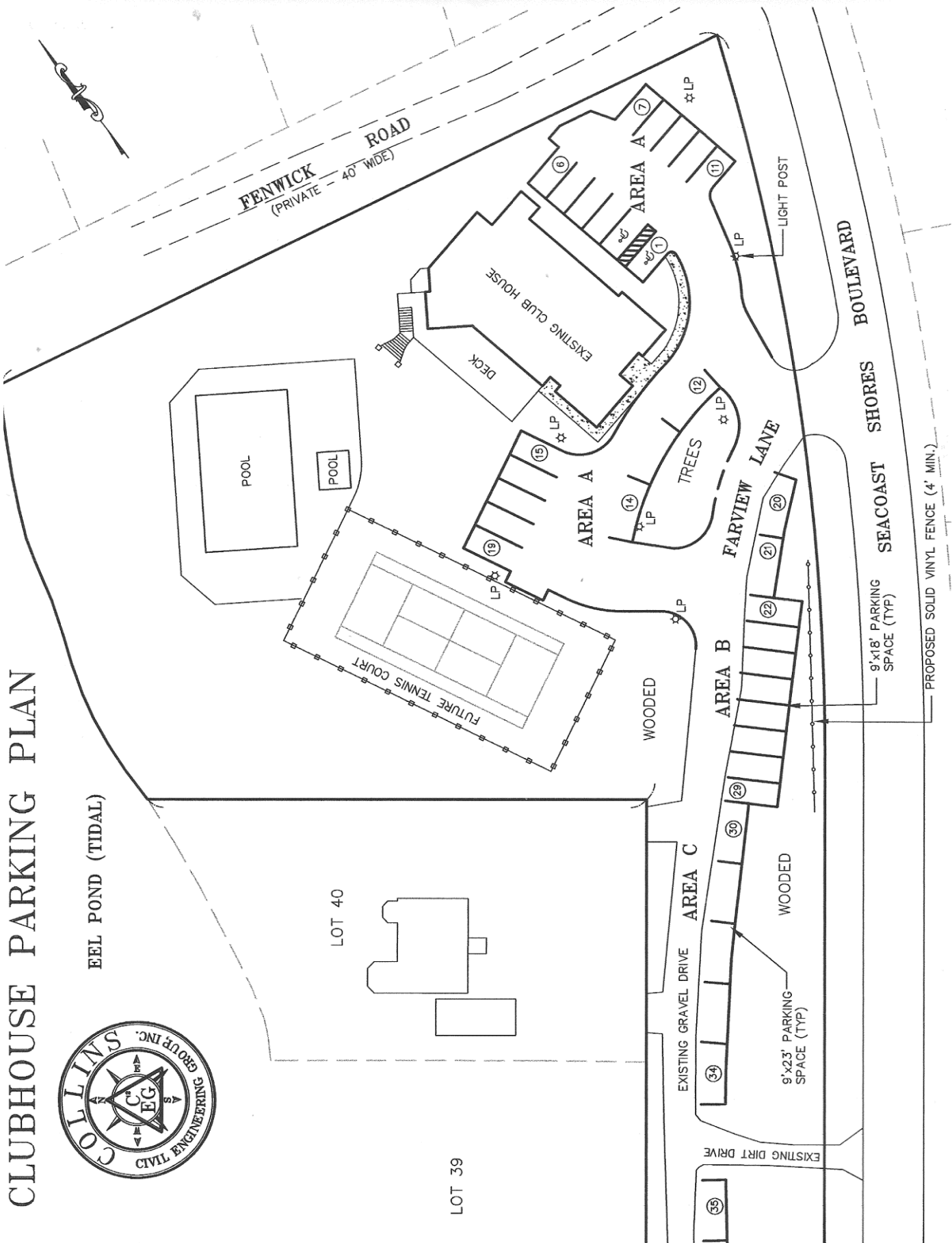
Dan



CLUBHOUSE PARKING PLAN



EEL POND (TIDAL)



LOT 39

LOT 40

Our Defining Moment

If you are like me, you were probably disappointed when our illustrious leader Dick Sette pounded the gavel to end our recent SSAI Annual meeting and break into further Q&A. I understand the decision to end the meeting and support it as many of us wanted to get to the real reason we all live here – FUN. However, my desire to get on the water was at war with my desire to hear more from our members regarding the present issues and potential future solutions for our ROW's. Like many of you I am a huge fan of both our beach and our ROW's and believe they are among our greatest assets. However, I believe we have some significant challenges in front of us in terms of legal/financial liability and community goodwill. I am very grateful to our neighbor Bill Erickson who has stepped forward to research and clarify the ROW issues we face and help us understand the magnitude of what we face with our ROW's. Additionally, I think we all are aware of the management challenges that face our beach (parking, rule violations, noise problems, toilets, abutter complaints, non-member usage, etc.) and threaten our community goodwill notwithstanding the tremendous job that our neighbor Tom Rodgers does in leading our effort to maintain this precious SSAI asset as evidenced by the recent \$22,000 Association funded replenishment.

The beach management issues are perennial board topics that consume vast amounts of time with little to no progress year over year. Historically, in those meetings someone brings up a beach management problem, we then throw around a bunch of ideas until we run out of time and then move on mentally exhausted from the intellectual gymnastics. More recently, we have begun to take a more methodical approach by starting with some fact gathering led by our survey leader, Bob McLaughlin. We heard some early results from Bob at our Annual meeting which suggest our

beach is not only used by non-members but also by non-residents. Bob and his team will continue to gather more data but clearly we have to address the challenges we face at our beach. More survey data will help us here.

The ROW challenges we faced previously with ROW 6E (legal defense) and now with ROW 12E (physical erosion defense) threaten us financially and legally. They are analogous to the Clubhouse challenges we faced about ten years ago where we had no funds set aside to maintain/replace a fully depreciated yet important asset. In this case however the financial threats are real and present as ROW 6E showed us (\$25,000 cash expense not including 100's of volunteer hours). We have no choice now but to deal with these ROW issues one way or the other. I wish this could wait 20-30 years since by that time we will have 6-700 Clubhouse members committed to paying lifelong Association Dues and then we would have the resources to deal with this issue. However, we are not there yet and the liabilities have presented themselves today demanding our attention.

We are clearly at a crossroads in our history as a community. We have a choice. We can either continue to pretend our beach management and ROW issues don't exist and ignore them as we have done in the past or we can actively step forward and propose solutions to them as we did with our Clubhouse. If we ignore the beach management issues we will continue to endure p*#&*d off abutters who often consider selling their property, frustrated Association members who are cursed at when they call out rule violations to offenders and endangered children ignored by fisherman who cast their poles and boaters who beach their boats unchallenged. And we will continue to endure the usual brain damage when the topic of beach management issues predictably arises again and

again at our board meetings. However, unlike the beach management issues, if we ignore the ROW issues they will not go away quietly in the delusional optimism of our wishful thinking. They will consume us like hungry lions ... stealing our time, treasure and worst of all ... the community goodwill that we have been building for these past ten years. ROW 6E is living proof that the Lions have begun to prey on us ... the proverbial tip of the iceberg. If we don't manage them, they will manage us. We cannot afford to stay asleep at the wheel on this one.

I don't have easy answers to any of these issues and the answers will not come easy. What I do know, however, is that we cannot afford to DO NOTHING and stay the current course. We must either plot out a new path forward for these two important assets or we must fold and leave the table since we cannot afford the risks inherent to staying on our current course. However, leaving the table is not without risk either as I believe this option could negatively affect all property values in the long term. At this point the only financially sustainable and well managed asset we have is our Clubhouse which is on a very strong trajectory. I have no

doubt if we put our collective heads together we can generate the same kind of exciting affect all property values in the long term. At this point the only financially sustainable and well managed asset we have is our Clubhouse which is on a very strong trajectory. I have no doubt if we put our collective heads together we can generate the same kind of exciting solutions to our beach management and ROW challenges. I am sure the meeting in August will lay out two distinctly different high level solutions to our beach management and ROW challenges. I am sure the meeting in August will lay out two distinctly different high level options for going forward ... one being an exciting but challenging path forward consistent with our long term Vision for our community... and alternatively, a path of retreat and surrender to the challenges these two assets present. If you care about these assets then tell every one of your neighbors that cares about them to attend the August 23 Special Member meeting to fight for them and decide their fate... in OUR DEFINING MOMENT....

DAN FRAWLEY

♦ Upcoming Events ... Mark Your Calendars ♦

August 9

September 1

September 27

October 11

October 25

Lobster Bake and Silent Auction

Labor Day

Fall Festival

Wine Tasting

Halloween Buffet

Capital Campaign Phase II

Abair, Peter & Linda	Demopoulos, James & Kendra	Hanley, Tom & Ellen	O'Connell, Paul & Julie
Apicella, Joe & Pat	Dennis, Alan & Carol	Hanna, Bev & Michael	Rodger, Rich & Linda
Barker, Bob and Evelyn	DeVasto, Bob & Stephanie	Hickey, Dan & Margie, Jane	Ruddy, Denis & Roshine
Bartinelli, John & Joan	Donahoe, Bob & Maureen	Jambhekar, Shriniwas & Priya	Schmitt, Paul & Debra
Bouvier, Phil & Amy	Donnelly, Steve & Marie	Johnson, Walter & Carolyn	Sette, Diane
Bouvier, Phil & Eleanor	Edwards, Donna	Khan, Kay	Slomba, Mark & Maureen
Brady, Colleen	Erickson, Bill & Barbara	MacDonald, Kevin & Cindy	Smith, Gordon & Linda Nicholson
Callow Brian & Sheila	Finneral, Patrick & Valerie	MacDonald, Patrick & Nancy	Sostek, Bruce & Joan
Cardoza, David & Kelly	Fitzgerald, Dennis & Bobbi	Maine, Billie	Spielberger, John & Teri
Collins, George & Elaine	Frawley, Daniel and Arlene	Malo, Brian & Lilianna	Szuplat, Stach & Peg
Collins, John & Linda	Ganim's & Hamilton's	Manganello, Al & Michelle	Tadros, Maher & Madeline
Coriaty, Nabil & Carmen	Gorman, James	McGlaughlin, Bob & Mary Ann	Tortelli, Robert & Michelle
Crawford, Paul & Linda	Greymont, Bob and Sally	Miller, Kim & Timmie	Wachtel, Dave & Mary Jane
Davison, Don	Gushue, John & Denise	Murphy, Kathryn	Wozniak, Craig & Julie

Capital Campaign Tennis Court

Barker, Bob & Evelyn
Bouvier, Phil & Eleanor
Chianca, Kenny & Kathy
Collins, George & Elaine
Demopoulos, Jim & Kendra
Farrell, Mike & Marrie
Frawley, Arlene & Dan
Gorman, Jim
Greymont, Bob & Sally
Healey, Jim & Janice
Khan, Nasir & Kay
MacAuley, Bruce & Irene
Maine, Billie
McGlaughlin, Bob & Mary Ann
O'Connell, Paul & Julie Norstrand
Rusinski, William & Marilyn
Ryan, Elizabeth
Sette, Dianne
Sette, Dick & Paula
Smith, Dave & Patricia

Donated Items to Clubhouse

Grabauskas, Gary & Cheryl
Cardoza, David & Kelly
McCretton, Martyn & Colleen

Seacoast Shores Snapshots

Annual Meeting



Parade



Beach Party



Pools



Scholarship Presentation

The Scholarship Committee decided to split the Award. The winners in 2014 are Hannah Doucette, a graduate of Medway High School who will attend UMass – Amherst and study Chinese and French. The other winner is Alyson Skelly, a graduate of St. Marks School who will attend Hamilton College majoring in pre-med/biology.



Bob Barker presenting Hannah her scholarship check. Anne Marie Dillon, Chairperson of the Scholarship Committee is to the right/rear.

Best wishes to both Hannah and Alyson!

Seacoast Shores Association, Inc.
PO Box 768
East Falmouth, MA 02536
(508) 540-7411
www.seacoastshores.com

Officers

President: Dick Sette
Vice President: Bob McLaughlin
Secretary: Kathy Chianca
Treasurer: Mike Farrell



Alyson Skelly



Hannah Doucette

Beach Project



Beach Re-nourished in April 2014



Final View



Re-nourished



Another View

Neighborhood Watch

Keep those porch lights on for both the front and back yards. Use timers as they are easy to install.

Lock your sheds and, if it is possible, provide a light directed at the shed doors.

Don't forget to lock your automobiles in your driveways.

REMEMBER - "If you see it, report it to the POLICE as quickly as possible." Residents are the eyes and ears of the community and we encourage you to call your local police with concerns about suspicious activities, property damage or theft, illegal dumping, open fires, misuse of our ROWs and unauthorized use of community assets, speeding vehicles, unregistered vehicles or other reportable offenses.

Call the non-emergency Falmouth Police phone number, 508-457-2527 - there is a menu but if you press zero (0) you will be connected to the dispatcher.

For true emergencies like a heart attack, car accident, crime-in-progress, fire, drowning....etc.

Call "911"

Our Seacoast Shores Officers Porter and Massi have provided us their e-mail addresses. If you have seen something that you feel they should be aware of please send them an e-mail.

jporter@falmouthpolice.us,
dmassi@falmouthpolice.us

Frank Gorgone

Photos from recent NW meetings



Chief Clerk Magistrate Mr. Ed Teague; Court Officer Mike Simoneau



Frank Gorgone, Officers Porter and Massi, Chief of Police Dunne, Town Manager Suso and Sargent Reid



Neighborhood Watch Attendees

Front Entrance Clean-up



Jim Gorman



Dan Frawley, Gary Sherman and Joan Mullen

Open Mic Night – Hosted by Tim Greve

Katie, Thom, Jonathan & Tim Greve and Sam Frawley



Sam Frawley



Allison – Peg Boyle's granddaughter

Dan Frawley's Group – the MCMAN

Dan Frawley's group, the MCMAN, entertained Clubhouse dining patrons on Saturday evening, July 19th ... and they were Great!!!



We Are Family ...

We Are Family.....

Seacoast Shores is a wonderful community filled with caring people. It also has a tremendous geographic advantage as it is a peninsula so the views and waterfront homes are beautiful and in abundance. However, there is a mindset on the peninsula where many of the residents consider the community to be segmented.

These segments are Association assets and are identified as the Rights of Way (aka ROWs), the beach and the Clubhouse property. Some residents only consider the beach as an asset and others the ROWs. Those who are Clubhouse Investor Members treat all assets equally via their lifetime commitment to be Association Members. Clubhouse members pay their Association Dues to support *all* assets of the Association, like a family supporting all of its children. The Association and all residents must treat all assets in the same manner. We can't "love" one of our children more than another. They have different attributes but all must be cared for in the same manner. Seacoast residents should view the Association assets in total, not individually. The "a la carte" approach is an unsustainable management method that put the Association in financial ruin.

The Association has to view all assets and evaluate them appropriately. To use financial or business terms to describe the Association assets, we can put them in one of two categories: "performing assets" and "non-performing assets". A performing asset is one that can financially sustain itself, a non-performing asset can not.

Currently, the beach and ROWs are non-performing assets. This should come as no surprise as neither creates any revenue. We don't charge to use the ROWs or beach and 600 of the 900 Seacoast Shores residents don't pay their Association dues as they have become

accustomed to the “usual” 300 members footing the bill for all residents. There are residents who will point to their property deeds stating they can use the Association assets and imply that despite actual costs incurred they have no obligation to pay anything. It sounds frightening but it’s true! Now that the Association has some stability via the clubhouse members, we can now move forward with treating all assets appropriately. Non-performing assets must pay their way and if the non-members of the community continue to ignore their financial obligations, the Association will have to treat the assets appropriately and potentially sell the non-performing assets.

As I mentioned, there are members committed to keeping our peninsula a wonderful place. And those who have committed are the ones responsible for making us the *#1 Up and Coming neighborhood on the Cape* (according to Cape Cod magazine). Those committed residents don’t want to see their hard work slip back into the past under an umbrella of financial ruin and unsustainably. The Association dues of the 300 members are allocated across all assets to try to stave off the insolvency of the beach and ROWs. The Association is ready to move forward and we hope the non-member residents are ready to do the same. The Association manages the clubhouse property appropriately which is why it is a performing asset. It performs because it generates revenue in various ways: annual clubhouse dues, dining sales and event income.

The Association will take the same approach and manage all its assets to be performing assets or to be removed from its asset base and no longer be the financial burden of the community. The term “manage” is comprehensive. It can mean patrolling the beach to ensure only members use the beach and that all rules are followed. Some include no fishing, launching boats or treating it like a dog park or an after-hours drinking spot. The ROW management will be the same – the rules must

be enforced. The ROWs do not, nor have they ever, had a budget for maintenance or management. The beach receives funding for maintenance only. Managing these assets costs money. Money will have to come from somewhere. One way to become a performing asset is for non-members to become members. The current member base pays the Association dues which are allocated across the 3 assets mentioned as well as several other community benefits: extra police details, Scholarship funds, front entrance landscaping, peninsula landscaping and depreciation of the beach and clubhouse.

The addition of managing the beach and ROWs and depreciation of the ROWs has a significant cost. This cost must come from the resident non-members so all of the assets can be “performing assets”. If the non-members don’t support the community the Association can sell the assets to private investors. We hope the non-member residents care about the non-performing assets so we can retain them but only under the appropriate management. We all benefit from the assets as they create the home values we all enjoy. Better management of the assets will increase values significantly so hopefully the non-member base will join us in moving forward.....

James Demopoulos for the SSAI Operating Committee

Sense of Community



In the fall, when you see geese heading south for the winter fly along in a V formation, one may consider what science has discovered as to why geese fly this way.

Each bird flaps its wing creating uplift for the bird immediately following. A flock has a greater flying range in formation than a single bird would have on its own.

When a goose falls out of formation, it feels the drag and resistance of trying to fly alone and quickly rejoins the formation. The goose takes advantage of the lifting power of the bird in front.

The geese in formation honk from behind to encourage those flying up front to keep this speed.

When a goose gets sick or wounded and falls out of formation, the other geese will fall out of formation with that goose to follow it down to lend help and protection. They stay with that fallen goose until it is able to fly or it dies. Only then do they launch out on their own or with another formation to catch up with their flock.

People, who share a common direction and a sense of community, can reach a goal more quickly and easily because they are traveling on the thrust of one another. It is harder to do something alone than together.

It is beneficial to take turns doing demanding work. By sharing tasks and helping others in a group, it becomes an easy flight to your goals. – Anon

Contributed by: **Dan Hickey**
Membership Committee



Where is this house?

Investment Share Certificates

The preparation of the Clubhouse Investment Certificates is now in the final stages. Those Investment Members who have paid their full investment commitment will be eligible to sign their Certificate and have it executed by the authorized representatives of the Association.

The benefits and obligations referenced in the Investment Certificates are intended to 'run with the land', meaning that the Certificate is recorded in the chain of the real estate title of each Investment Member's Seacoast Shores real estate. The recording of the Investment Certificate takes place at the Barnstable County Registry of Deeds which indexes the Certificate under the names of the current owners of the parcel. Through that recording process, the Investment Share is then 'of record' and will be transferred to the future owners of the parcel.

There are approximately 200 Investment Certificates that will be ready and available for signatures and recording this summer. The Association will schedule one or more signing events at the Clubhouse for Investment Members to sign their Certificates. If the title to the property is held in the name of more than one person, then all owners should arrange to be present for the signing of the Certificate.

A sample copy of the *Clubhouse Investment Certificate* is published in this edition of the

SCAN for your review. I have endeavored to draft the Certificate in plain English with a minimum of 'legalese'. The Certificates are somewhat lengthy for a reason: the intention is that each Certificate provides a full explanation of the rights and obligations attendant to Investment Membership, and, so that for many decades to come, future owners will be informed of their rights and obligations. The descriptive nature of the Certificates is designed to protect the Association as well as the numerous Investment Members.

As I am representing Seacoast Shores Association, Inc. (SSAI) in the preparation of these Investment Certificates, I am limited in the amount of advice that I can provide to Investment Members regarding the Certificates because of the possibility of a conflict of interest. However, I do think that it is important that I make note that the Certificate expressly states that Investment Members assume none of the obligations of SSAI, financial or otherwise, and that no current or future creditor of SSAI shall have any recourse against Investment Members.

Watch for future announcements on the dates and times of the 'signing events.'

STEPHEN MCLAUGHLIN, ESQ.

Seacoast Shores Association, Inc.

Clubhouse Investment Certificate*

Certificate Number: Runabout #222 / 001 00H 120

Property Address: 222 Runabout Street

East Falmouth, MA 02536

Seacoast Shores Association, Inc. ("Association") a Massachusetts corporation having a principal office address of 7 Farview Lane, Post Office 768, East Falmouth, MA 02536 hereby issues this Certificate to the following owner of real property located within the Seacoast Shores community:

John Doe and Jane Doe ("Owner") as the record title owner of the real estate located at and known as **222 Runabout Street, East Falmouth, MA 02536** as further defined and described in a deed recorded in the Barnstable County Registry of Deeds at Book xxxxx, Page yyy (hereinafter referred to as the "Property"). The rights, benefits, and obligations represented by this Certificate are intended to run with the Property identified above. This Certificate shall not be effective until it has been duly recorded or filed in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be. The Association will perform the recording or filing of the Certificate upon the Owner's advance payment to the Association, of the recording fee charged by the Barnstable County Registry of Deeds and/or the Land Court Registry District.

The Issuance of this Certificate confirms the Owner's commitment to the development and construction of a new Clubhouse with the desire and intention that the new Clubhouse will maintain, promote and enhance the social and civic welfare of the residents and owners of properties in Seacoast Shores, and to that end the Owner has made, and satisfied, a financial commitment to fund the construction of the new Clubhouse.

As the holder of this Certificate, the Owner is entitled to participate in the programs and benefits which the Association offers to those real property owners who have made similar financial commitments to the development of the new Clubhouse, as such programs and benefits may be determined and offered by the Association from time to time. The Owner, and future holders, of this Certificate are required to maintain an Association Membership each and every calendar year, and to pay the Annual Membership Dues of the Association, in a timely manner, as such dues may be determined from time to time. The opportunity for the Owner, and future holder, to participate in the Association's Clubhouse Membership programs and benefits shall be upon the Owner's, or holder's, payment of additional Clubhouse Fees on an annual basis in amounts as determined by the Association from time to time.

This Certificate does not convey any ownership interest in any land or assets owned by the Association either now or in the future.

Neither the Owner nor any future holder of this Certificate accepts nor assumes any obligation, financial or otherwise, of the Association, its Officers, Directors, agents, servants, or employees, whether now existing or incurred in the future. No creditor of the Association shall look to the Owner, or any future holder of this Certificate, to satisfy any debt, judgment, or other liability of the Association, whether now existing or incurred in the future. By accepting this Certificate neither the Owner, nor any future holder, agrees to indemnify or hold the Association, its Officers, Directors, agents, servants, or employees harmless from any debt, judgment, or other liability of the Association, whether now existing or incurred in the future.

The Association, its Officers, Directors, agents, servants, and employees, express no opinion as to whether the Owner's participation in the funding of the new Clubhouse and/or the issuance of this Certificate, will enhance the fair market value of the Owner's or holder's Property as described above.

This Certificate is non-negotiable and may not be sold or conveyed by the Owner to any other person or entity owning real estate in Seacoast Shores except to a buyer or transferee of the Property described in this Certificate. Any attempted negotiation, sale, or assignment of this Certificate to a person or entity other than the new owner of the Property described in this Certificate shall be void ab initio and the Association shall not recognize, honor, or otherwise effectuate the purported transfer, and the purported transferee shall have no claims or rights against the Association. These restrictions against negotiation and transfer shall be equally applicable to any person and/or entity acquiring an interest in the Property described in this Certificate by mortgage, lien, judgment, inheritance, or otherwise by operation of law.

In the event that the Owner, or future holder, of this Certificate fails to maintain Membership in the Association each and every calendar year and/or to pay the Annual Dues of the Association, in a timely manner, as such Annual Dues may be determined from time to time by the Association, then the Owner, or holder, shall be in breach of the obligations and covenants applicable to the Owner, or holder, pursuant to this Certificate and the Association shall have all available rights and remedies, at law and in equity, including without limitation, the following:

- To record a Notice of Delinquency in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be, with Notice of the unpaid Dues, assessment, and associated fees and costs. No legal process shall be required to authorize the Association to record such a Notice of Delinquency.
- To enforce the payment of any unpaid Annual Dues by any available legal process.
- To place a lien on this Certificate, without necessity of legal process, such that a transfer of the Property will not be effective to transfer this Certificate unless, and until, the delinquency is cured.
- In the event that such delinquency continues for a period of one (1) year, without cure, or without other arrangements for cure having been made to the satisfaction of the Association, then the Association may, but is not obligated, to terminate and rescind this Certificate without necessity of legal process, and without compensation to the

Owner, or holder, whereupon all rights of the Owner, or holder, shall terminate without recourse to the Owner, or holder. In the event of such termination and rescission of this Certificate, the Association may, but is not required, to record a Notice of Termination and Rescission in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be.

- The Owner, or holder, of this Certificate shall be responsible for the payment of all collection costs incurred by the Association.
- The Association's rights and remedies shall be deemed cumulative and not mutually exclusive.
- The Owner, and future holders, of this Certificate waive all rights to claim a trial by jury in any legal action commenced relative to this Certificate and the rights and obligations set forth herein, and further agree that the Courts of the Commonwealth of Massachusetts located in Barnstable County shall be the sole and exclusive jurisdiction and venue for any litigation.

At least thirty (30) days prior to any intended sale or transfer of the Property, the Owner, or holder, of this Certificate, may submit a written request to the Association for the issuance of a Statement, suitable for recording at the time of conveyance, confirming the then current status of this Certificate and of any unpaid charges and/or assessments then outstanding. The Owner, or holder, shall be responsible for the recording of any such Statement and the costs associated with such recording.

This Certificate is not intended to constitute a condition or restriction by which the title or use of the Property herein referenced, or construction thereon, is affected and is therefore, not subject to the provisions of Massachusetts General Laws Chapter 184. If, and to the extent that, the duration of the provisions of this Certificate are required to be extended at any time in order to remain effective, then the Association, or its successor, may do so by the recording of an appropriate notice of such extension in the Registry of Deeds, such notice to contain a reference to the Book and Page at which this Certificate is recorded.

* The use of the term "Investment" in this Certificate is intended to reflect the Owner's commitment to the Seacoast Shores community, and more specifically to the development of the new Clubhouse which was conceived and intended to enhance the Seacoast Shores community. This Certificate does not constitute an Offer or a Sale of a Security, and is not designed or intended to be a financial investment as may be defined and/or regulated by the Uniform Securities Act as enacted in Massachusetts General Laws, Chapter 110A, or the Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utility Holding Company Act of 1935, the Investment Advisers Act of 1940, the Investment Company Act of 1940, or any other state or federal statute or regulation applicable to securities and investments. The Association, its Officers, Directors, agents, servants, and employees, do not represent themselves to be investment advisors, or investment adviser representatives, broker-dealers, or to be acting in any similar capacities under any such laws and/or regulations.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

Issued by Seacoast Shores Association, Inc. this ____ day of _____ 2014 by its duly authorized President and Treasurer

Richard F. Sette, President

Michael C. Farrell, Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

July __, 2014

Then personally appeared the above-named Richard F. Sette, whose identity is personally known to me, to be the person whose name is signed on the document, and who swore or affirmed to me and acknowledged this instrument to be his free act and deed on behalf of Seacoast Shores Association, Inc., before me

Stephen J. McLaughlin

Notary Public

My Commission Expires: March 3, 2017

Accepted by the Owner(s) this ____ day of _____, 2014

John Doe, Owner

Jane Doe, Owner

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

July __, 2014

Then personally appeared the above-named John Doe and Jane Doe, whose identities were proved to me by satisfactory evidence of identification, Massachusetts driver's licenses, to be the persons whose names are signed on the document, and who swore or affirmed to me and acknowledged this instrument to be their free act and deed, and the contents of the document are truthful and accurate to the best of their knowledge, before me

Stephen J. McLaughlin

Notary Public

CLASSIFIEDS



Upper Cape Speech Therapy

Lee Macleod Ph: (508) 419-1250
681 Falmouth Rd Unit D 22 Fax: (800) 624-7617
Deer Crossing Upper Level lmacleod@uppercapecspeech.com
Mashpee, MA 02649 www.uppercapecspeechtherapy.com

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Office: 508.580.2332
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ALAN R. DENNIS, CPA PC CERTIFIED PUBLIC ACCOUNTANT

ALAN R. DENNIS, CFE, CPA
President

766 Falmouth Rd, Suite B10
PO Box 552
Mashpee, MA 02649
alan@dennisco.com

Toll Free: (877) 550-5500 Ext. 100
Direct Line: (617) 472-0000
Office: (617) 376-0000
Mobile: (617) 763-0000
Fax: (617) 773-0000

Salt Pond REALTY LLP



Christine O'Leary
(508) 274-2674
christine@saltpondre.com

13 Falmouth Heights Road
Falmouth, MA 02540
(508) 444-6891
www.SaltPondRealty.com



SCAN ADS

To publish a business card sized ad in the
SCAN, send your business card and a
check for \$25 to: SSAI – SCAN ADS
PO Box 768
East Falmouth, MA 02536

WEBSITE ADS

To publish a business card sized ad on the
website for 3 months, send you business
card and a check for \$25 to:
SSAI – WEB ADS
PO Box 768
East Falmouth, MA 02536

ADVANTAGE PARTNERS

The rules...

Your SSAI Membership Card must be presented when purchasing.

Discounts are on regular prices and cannot be combined with other offers/coupons.

Seacoast Shores Association with its connection to over 400 local households obtains discounts at local businesses, our Advantage Partners, in exchange for promoting those businesses in all of our member materials. Seacoast Shores Association believes in strengthening our local economy by directing volume to local businesses, which in turn employ our residents and keep our economy thriving. Please understand that these generous SSAI Member-only discounts cannot be combined with any other offers or coupons offered by our Partners.

BoatWorx of Cape Cod, (508)540-1840 www.boatworxcapecod.com

- 10% off of all services for SSAI Members
- **Complete** mobile marine servicing, marine repair, maintenance and cleaning, hauling services and seasonal commissioning and decommissioning.
- Fully insured and welcome you!

Collins Civil Engineering Group, Inc. **(617)347-1363** www.CollinsEngineeringGroup.com

- Collins Civil Engineering Group, Inc. is a full service Civil Engineering, Survey and Environmental Management company, servicing southeastern Massachusetts and Cape Cod. My firm will gladly provide services to any Seacoast Shore resident with a 15% discount on labor with a minimum value of \$100. Wetland filings,

septic designs, certified plot plans, underground storage tank removal oversight and lot line stake out are only a few services that we can provide for you. Please contact me anytime by email at grcpe@aol.com or you can visit us at www.CollinsEngineeringGroup.com or call me on my cell phone at 617-347-1363 for a free quote. My family and I are grateful to be part of the Seacoast Shores community and look forward to being active members of the association.

D. Whelan Plumbing Services 508-548-5350 dwhelanplumbingservices@yahoo.com

- 10% off labor for Seacoast Shores association members

East Commerce Solutions, Inc. (800) 527-5395 www.eastcommercesolutions.com

Established in 1994, East Commerce Solutions is a nationally ranked, top rated merchant services provider. We offer a vast array of cost effective products and services to manage your business. All Seacoast Shores Association Members can count on us to provide simple, seamless solutions and save them money.

- Credit Card Processing: A **Minimum** of 10% Savings on your current program ... our **Guaranteed Merchant Saves Money Program** will guarantee we'll provide you with the lowest rates and fees on credit card processing.
- 10% Discount on any Equipment, Software, E-commerce or Smartphone Processing Solution
- 20% Discount on **Point of Sale Systems** for Retail, Restaurants, Convenience & Liquor Stores with 0% interest free financing available!
- 10% Discount on any Camera Surveillance System
- 10% Discount on Gift and Loyalty Card Programs

- 10% Discount on Remote Deposit Capture Solution

We will provide the highest levels of service and ongoing support so you can concentrate on running your business. Your Seacoast Shores contacts are Lisa Medeiros, President (800)527-5395x248 lmedeiros@eastcommercesolutions.com or Gary Steffens, Certified Merchant Level Sales Agent (800)527-5395 x 243 gsteffens@eastcommercesolutions.com

Hamilton & Hamilton, P.C. (781)894-8700
www.hamiltonlawpartners.com

Hamilton & Hamilton, P.C. is a general practice law firm with concentrations in real estate transactions, construction and civil litigation and personal injury law.

Refinances: \$150.00 discount (33%) on attorney's fees at closing

- Purchases: \$300.00 discount (50%) on attorney's fees at closing
- Sales: \$150.00 discount (33%) on attorney's fees at closing

Your Seacoast Shores contacts are Chris Hamilton chamilton@hamiltonlawpartners.com or Leslie Hamilton lhilton@hamiltonlawpartners.com. The above discounts apply to closing fees only.

Mahoney's Gardening Center

- 10% discount off most regularly priced merchandise when the SSAI Membership Card is presented at the register.

Mayflower Homemakers "Keeping Cape Cod Klean" (508)444-6400
www.mayflowerhomes.com

- 10% off new clients first Spring Clean with SSAI Membership Card
- Mayflower Homemakers is a full service, licensed and insured residential cleaning company
- We use 100% Bio-preferred cleaning products
- We clean carpets using a safe -dry chemical - process eliminating the opportunity for mold
- We offer SSS - Simple Septic Solution Product for a better working septic system
- Click [here](#) to email us

Pizza 1 & Subs 2, East Falmouth, Rte. 28, (508)457-1212

- 10% off all eat-in and take-out orders! You must show your SSAI membership card at the register (no exceptions and not valid on delivery orders). Please know this generous 10% SSAI-Member-Only-Discount CAN NOT be combined with any other offers or coupons. Check out their menu and other offers anytime at www.pizza1subs2.com.

Port Cargo, 156 Main St. (Rte. 28), Falmouth, MA (508)540-4466

- 10% off all accessories for current SSAI Members, smaller discount on Accessories already on sale

Rocky's Gym & Fitness, Rte. 28, (508)540-0018

- 22-33% off of the individual pricing, depending upon your selected payment plan! Seacoast Shores Association is considered a Group for membership pricing. Rocky's brand new facility with top notch cardio equipment & free

weights also offers aerobics, personal training, health & wellness, yoga, boxing, massage therapy and much more.....Sign up today.

**Star Nails, 422 East Falmouth Hwy, Rte. 28,
(508)548-7598**

- 10% off on all services when the SSAI Membership Card is presented. Ask for a special discount for parties of 6 or more.

**The UPS Store, 775 East Falmouth Hwy, E
Falmouth, (508)540-5100**

- 10% off all regularly-priced services! Whatever you need in shipping, postal, copying, printing, supplies, 24-hr mailbox and other business services, you'll find it conveniently around the corner at The UPS Store.

**William Raveis Real Estate, 222 Main
St, Falmouth, (508)733-7553
rich.generazio@raveis.com**

- Offering all Seacoast Shores residents a free price evaluation of your home. Full service real estate professional whether buying or selling! Constant MLS Top Producer, Presidents Club Member and Seacoast Shores resident and member.

* * * * *
* * * *

Besides promotion, one of the benefits we offer our local Advantage Partners is EXCLUSIVITY for their type of service. If your company would like to receive more information or if you have suggestions, please submit an email of interest to [Don Weymouth](#) for consideration.

Barnstable Registry of Deeds Plan
Book 78-13 (05-06-1947)

SSAI claims 31W is "under investigation"

SSAI CLAIMS OWNERSHIP

Easement

31W - SSAI id

Deed with
Conditional
HOA
Language

Russell Dr is now Hartwell

Easement

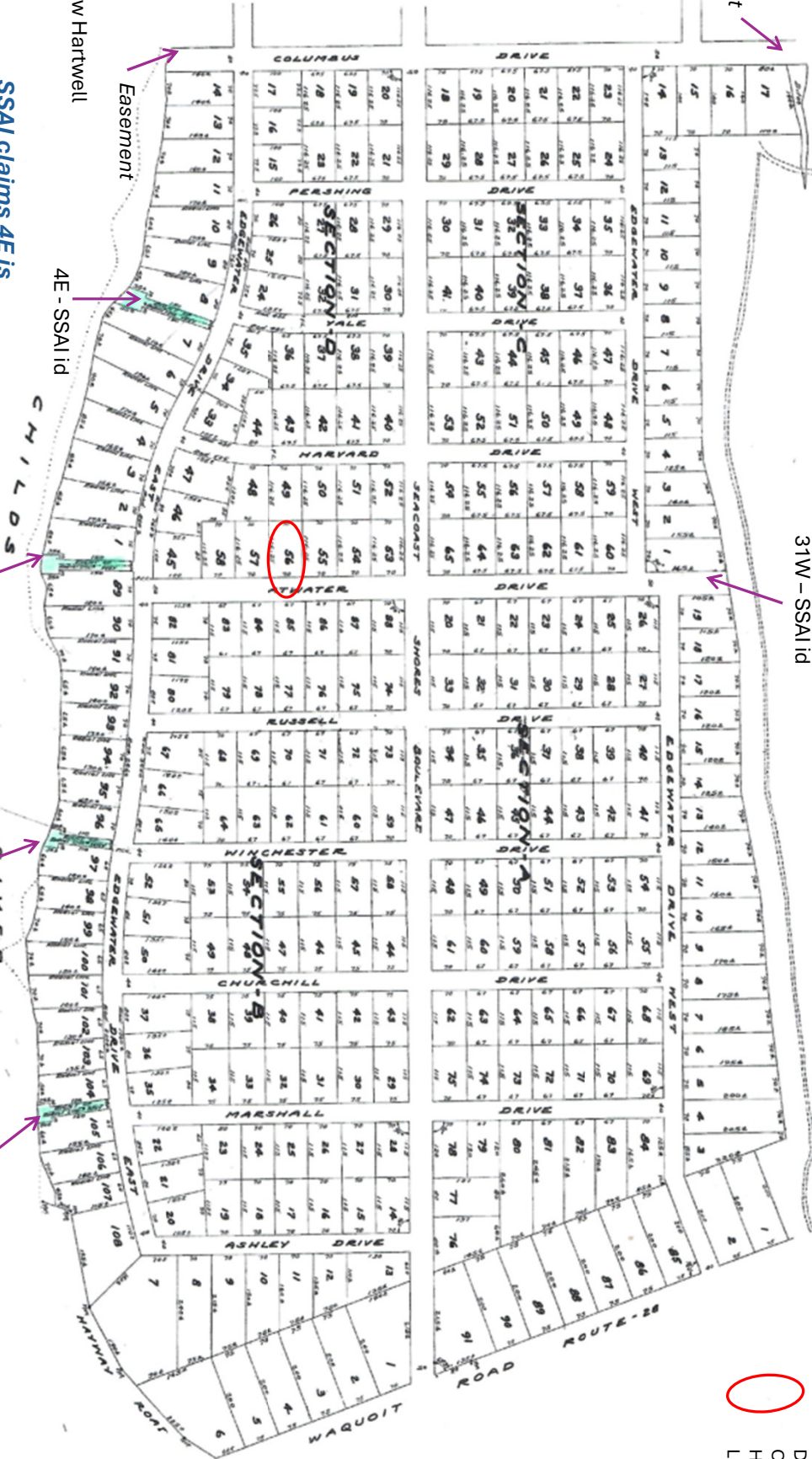
4E - SSAI id

SSAI claims 4E is
private

3E - SSAI id

2E - SSAI id

1E - SSAI id



Barnstable Registry of Deeds Plan
Book 78-15 (05-06-1947)

SSAI CLAIMS OWNERSHIP

27W - SSAI id

28W - SSAI id

29W - SSAI id

Easement

7E - SSAI id

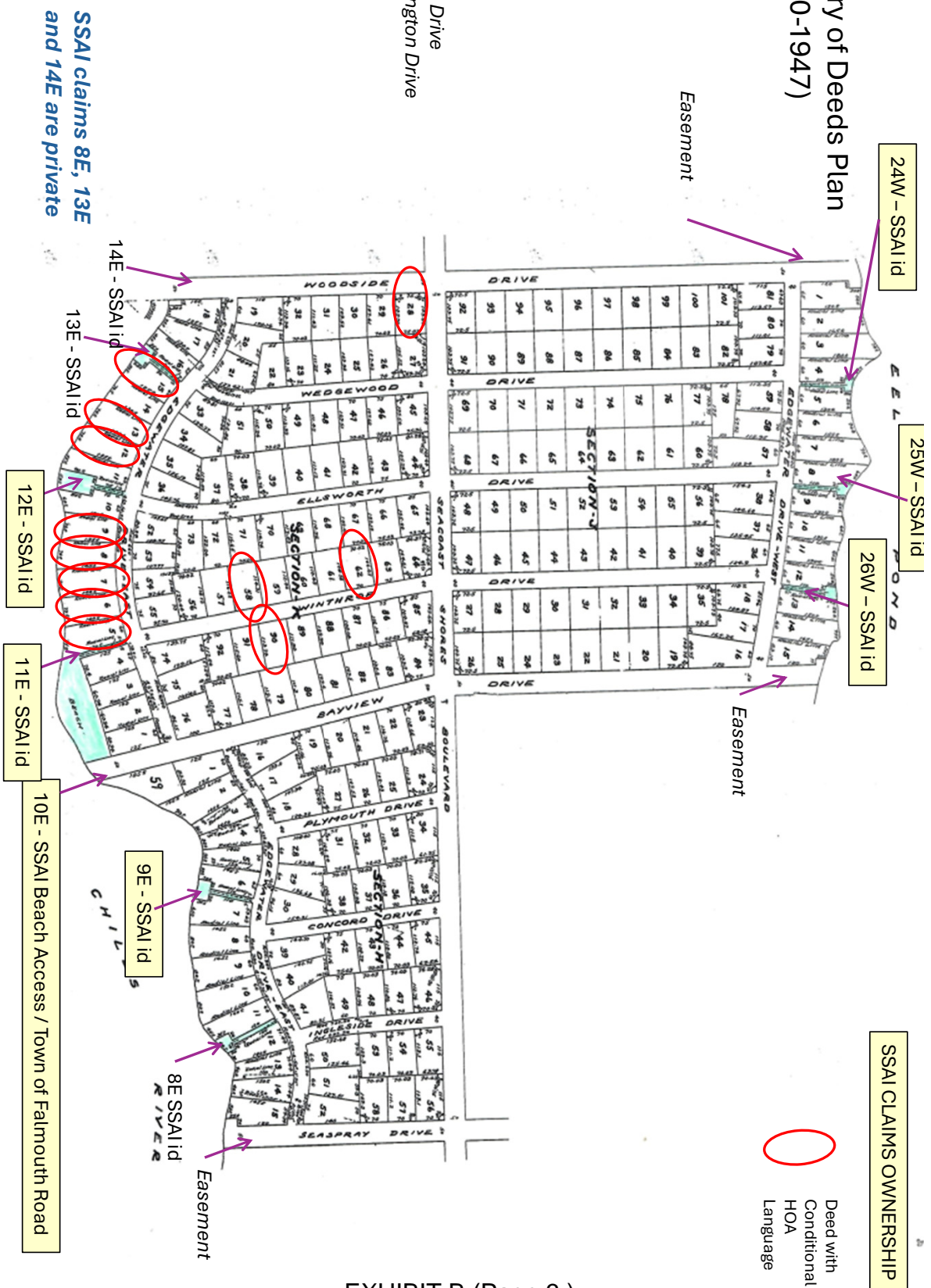
6E - SSAI id

SSAI claims 29W,
6E and 7E are
private

Seaspray Dr is now Bayside Dr
Winchendon Road is now Seaspray Dr

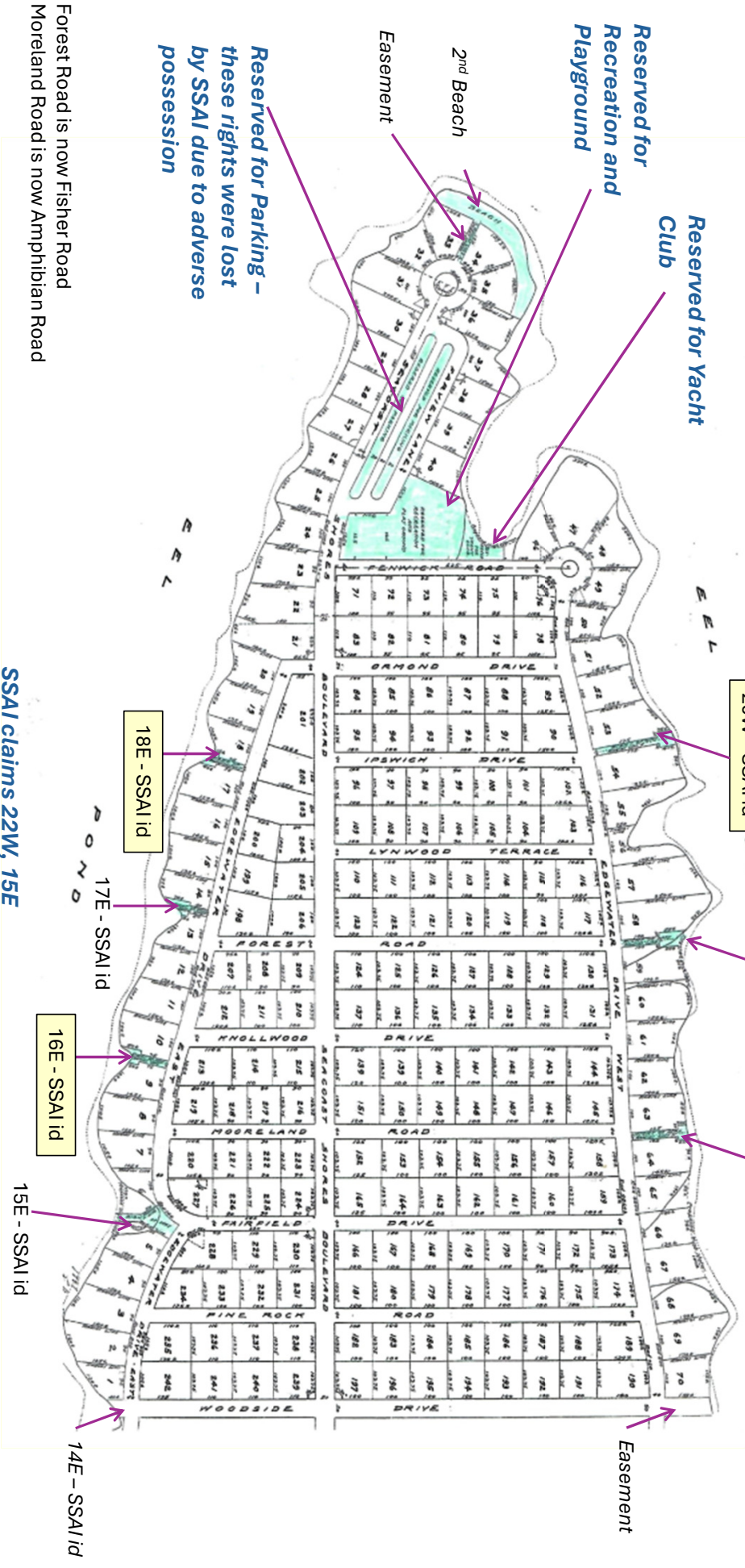


Barnstable Registry of Deeds Plan Book 77-123 (04-10-1947)



Barnstable Registry of Deeds Plan
Book 78-11 (04-15-1947)

SSAI CLAIMS OWNERSHIP



Arlene Philla

From: Daniel Frawley <dfrawley7@gmail.com>
Sent: Monday, August 30, 2021 1:34 PM
To: Arlene Philla
Subject: Re: Clarification of HOA fees for Falmouth, MA 02536
Attachments: SSAI ASSOCIATION FEE LEGAL DOC.docx

External (dfrawley7@gmail.com)

[Report This Email](#) [FAQ](#) [Protection by INKY](#)

Arlene - as per our discussion please find attached the legal background on our position that Association Fee payment is required for every resident of Seacoast Shores, along with these additional points:

- Seacoast Shores Association, Inc. ("SSAI") originated in 1951 to protect & maintain the community's common assets.
- Association Fees have been collected continuously since then.
- Over time some residents mistakenly grew to believe that Association Fees were "optional"
- SSAI conducted legal & financial due diligence on this issue in the 2005-2014 due to the resulting poor financial condition of SSAI (including the consideration of selling the assets)
- Both community and opinion and legal opinion strongly supported the enforcement of Association Fee payment by all residents. Our attorney's legal opinion summary is attached.
- SSAI began formally invoicing all residents in 2014 with a 10 year grace period on late fees to get the word out.
- As mentioned please see a copy of an original deed below which includes the phrase that was omitted in subsequent deeds within the Seacoast Community

Dan Frawley
President
Seacoast Shores Association, Inc.



SSAI Association Fees - A Legal Obligation for Every Resident

Seacoast Shores Association, Inc. ("SSAI") which has been in existence since the 1950's has assessed and collected association Association Fees ("AF's") to pay all association expenses. A current list of expenses is posted on our website, www.seacoastshores.com within the Financial Reports made available to all current Community Supporters (residents whose AF account is current). Although all landowners in Seacoast Shores ("residents") are required to pay the mandatory Association Fees some residents do not.

As a result of non-payment, SSAI had two independent land use attorneys evaluate the legal rights and obligations for collection of Association Fees from all residents in Seacoast Shores. This evaluation included a review of the full "Title Report" for the SSAI assets as well as numerous deeds of residents in Seacoast Shores. SSAI was advised that based on the language in the deeds as well as the setup of Seacoast Shores as a "common scheme" each and every resident of Seacoast Shores has a legal obligation to pay the Association Fees.*

Massachusetts law sets forth that individual homeowners and purchasers of property in a residential development such as Seacoast Shores have an implied obligation to pay assessments or dues imposed by the association pursuant to implied-in-fact contract theory, even if purchaser's deed did not explicitly obligate them to pay assessments; purchasers had actual knowledge that the association existed and availed themselves of services provided by and regulated by the association. These services include but are not limited to the common ownership and right of ways, the beach, maintenance, landscape activities, police presence, accounting, website maintenance, clubhouse availability and payment of taxes levied upon association held property. The association was created for the purpose of managing common property and enforcing use restrictions and other controls. It is clear based on the factual data within SSAI records which include but are not limited to mailings, signage, advertising and activities of SSAI that SSAI has been in existence since the 1950's for such purposes.

There is an obligation that binds the residents to contribute to the support of the common property or other facilities even where the obligation to pay an assessment was not an explicit declaration in deed, the association retains the equitable power to collect assessments. See *Sullivan v O'Connor* 81, Mass. App. Ct. 200 (2012). As a result **EVERY** resident in Seacoast Shores is required by law to pay the Association Fees set forth by SSAI.

Therefore not only does Seacoast have the right to invoice each homeowner for their Association Fees but **EVERY** resident is legally obligated to pay such Association Fees. Failure of a resident to pay the Association Fees allows SSAI to enforce their rights to collect such Association Fees including but not limited to taking away the right to use recreational facilities such as the beach and rights of way or by forcing payment plans, filing liens on the property, or even foreclosing on the delinquent residents home. Additionally, delinquent residents are personally liable for payment of Association Fees as well as any and all late charges, fines, interest and collection costs. SSAI has an obligation of enforcement of the Association Fees from those who fail to pay.

*The analysis does not include contributions and fees associated with the clubhouse and related amenities which are voluntary payments and that those owners who choose not to participate are not permitted to use except under limited circumstances.

June 2009

SEACOAST SHORES LANDOWNERS!!!!

If you own Seacoast Shores property, you deserve complete and accurate disclosure from the Association!!

Please read the attached correspondence with the Board of Directors. We WANT ALL OF THE FACTS about:

- **The FULL COSTS of the clubhouse plan, and who will be asked to pay;**
- **How you may be EXCLUDED from the improvements;**
- **The impairment of your DEEDED EASEMENT RIGHTS;**
- **A reported plan to assess new fees on ALL LANDOWNERS.**

**IF YOU ARE AN ASSOCIATION MEMBER
ATTEND THE ANNUAL MEETING ON
SATURDAY, JULY 11, AT 9:00 A.M. AT THE
CLUBHOUSE**

If you are not a Member, or have not renewed your membership, please JOIN/RENEW NOW, and make your voice heard!

We believe in a unified Seacoast Shores community, where no one is excluded from ANY Association recreational land or facilities.

After two years, dozens of presentations, downsizing of the plan, and an increase in the individual "investment", the SSAI is still short of funds. How can the Board meet the financial requirements of a new club house in this economy, and who will be asked to pay any shortfall?

We are not opposed to reasonable improvements to the clubhouse, at a reasonable cost, but without interfering with the rights of every landowner.

This is YOUR property and your community; no one will protect it if you do not!!

From: Erickson, William N. [WNErickson@rkmc.com]

Sent: Wednesday, June 10, 2009 9:40 AM

To: RFSETTE@aol.com

Subject: Clubhouse project

Dear Dick,

I hope this finds you well and I hope you remember me. I spoke to you this winter during the terrible cold spell and you were kind enough to check up on my house for me. I want to thank you again for that, and I write now to discuss another issue that concerns me.

The last SCAN news letter highlighted the need for increased membership and contributions to meet budget shortfalls and upcoming expenses. During these difficult financial times, the story struck me as a difficult challenge to say the least. That we are seeing these shortfalls at the same time that we are pushing for a stalled clubhouse project strikes me as a sign that the organization is spreading itself and its members too thin. Previously, I neither supported nor opposed the clubhouse project. It did not offer anything I wanted, but if others felt it was important, I was not going to oppose the idea. But now it is obvious that the limited resources of the residents of Seacoast Shores have been stretched too thin, and something has to give. I actually took the time to look at the by laws to remind myself about the structure of the organization and the meeting schedule before I decided how I wanted to react. I also took the time to speak to some of my friends and neighbors on Seacoast Shores to get their reactions. I concluded that we need to reevaluate our priorities and I write to you now in advance of the annual meeting this year to find out what the officers and board are doing with respect to the clubhouse project.

It is obvious that after almost two years, there is not sufficient interest from the membership to go forward with the plan. The change in plans announced last year; to dial down the number of committed members, dial up the contribution per member, and dial down the cost was the first evidence of a major problem. As a lawyer who gets involved in rebuild and repair projects, I know first hand that you cannot expect to dial down the cost of a project that has not even been fully designed unless you dramatically reduce the size of the project. I never thought there was enough money in the budget for contingencies and soft costs in the first place. How could we build anything close to the original concept for less money? All that said, there is not adequate support from the membership to go forward with even the changed plan, and I would now expect the leadership to recognize that reality and reevaluate the entire project. This is especially true now, during the worse economic downturn in over 20 years.

If you have time, I'd like to know what the officers and directors of the SSA plan to do at this point. In my opinion, staying the course is unacceptable. People, companies, and governments across the country and even the world have had to reduce expenses and cut projects in light of the economy. The last issue of SCAN establishes that the SSA is no exception to this reality. I hope and expect that the board and officers will notify the entire membership, by every reasonable means, that the next annual meeting in July will include a broad discussion of the Association's membership, reserves, expenses, obligations and the clubhouse project, including a full reevaluation of all significant expense items like the clubhouse. Votes taken two years ago are no longer relevant to the current climate and a responsible leadership must recognize this, seek the opinion of the entire membership, and reevaluate the plans.

I hope this does not sound too preachy or demanding. I know the leadership is not paid for its time and I appreciate all that you do. I just don't believe the current list of projects can be pursued without a major revision and I do not want to see all the good work the Association has done over the years abandoned or reversed because we are biting off more than we can chew.

I look forward to your response.

Best,

Bill Erickson
267 Edgewater Drive, West

From: Frank Beckstein [frank.3@verizon.net]
Sent: Saturday, May 23, 2009 3:24 PM
To: boatsfun@comcast.net
Subject: Seacoast Memberships and related issues

Bob:

I recently received the latest SCAN, with your front page plea for more memberships. For the first time in 20 years, I will not be renewing my membership. Rather than a "silent protest", I decided to send you this explanation, in the hope that it may help you and the Board understand why some of us feel that the Association no longer reflects our needs or our hopes for Seacoast. I do not claim to represent anyone other than my family; I do believe, however, that there are others who feel as I do.

We bought our cottage in 1988. It was a one bedroom fisherman's shack, perfect for rainy weekends when we couldn't get out on the sailboat. We had long used a relative's cottage in Mashpee, and had grown up with the classic image of the Cape – natural settings, minimalist development, cottages, and quiet. Cape people had a sense of self-reliant individualism; they fished and clammed and sailed, and respected the privacy of their neighbors. They had no expectation that there would be a store on every corner, or that they would duplicate their urban lifestyles on the Cape. We liked it that way. We gladly sacrificed convenience for peace and for preservation of the natural environment. We wanted our kids to know what it meant to summer in such a special place – without the rush of traffic, paved-over land, and over-development. We wanted them to meet people who valued the same ideas and experiences; to learn to swim and boat and sail; to spend their summers in a way that very few can anymore.

We picked Seacoast because it was affordable; because the right-of-way gave us water access for our boat; because it was not another high-end development, where everyone belonged to country clubs, used landscaping services, and built McMansions on postage stamp lots. We wanted to leave that kind of excessive consumption behind us, and live quiet, low-impact summers. It worked well initially. Our neighbors are great people. Many are retired, or otherwise living on fixed incomes. Some are trying to follow the same path that we chose, and escape the high pressure lives that we live the rest of the year. Most were and are ordinary folks, with simple tastes and dreams. For almost 20 years, we've enjoyed our lives here. We raised our family here, and every one of them shares the same appreciation for nature unspoiled, for evening walks on unpaved side roads, for knowing our neighbors and sharing our barbecues. Some folks have come and gone, but the essence had remained largely the same. There were some challenges; we've had some on-and-off crime issues, and willingly contributed to the police patrol fund. It worked well, we appreciated the Association's involvement, and we enjoyed our property more as a result. We felt so certain of our long-term attachment that just a few years ago we razed the old cottage and replaced it with a new one. Nothing grand, but adequate as a summer cottage for an informal lifestyle.

Just a couple of years ago, a group within the Association began to work and lobby toward the goal of a total renovation of the Association property, including a pool, tennis courts, and a major new "Clubhouse". We came to the informational meetings; we looked at the plans; we read the press releases and the marketing literature. In the end, however, this plan offered nothing of interest or value to us. We do not play tennis; we swim in the ocean; and we have no use for such a facility on any regular basis. But even more importantly, this plan does not represent to us anything that we value in Seacoast Shores. We do not yearn for a country club life; we do not seek to be thought of as "upscale"; we are not chasing a private real estate development dream, or calculating the increase in our equity as if it were a stock market investment.

But, since one man's concept of "quality of life" is not necessarily the same as any other man's, we held our tongues. We felt that if we were not being forced to participate, and if the project was widely supported and did not interfere with our use and enjoyment of our land, then we should not interfere in the plans of others. As originally marketed, this plan would not move forward unless 300 families committed to it – and as we saw it at the time, if 300 families were actually committed, we should not throw up roadblocks.

Then, the plan changed. Unable to raise the 300 participants, the planners dropped the goal back to 200, and cut the size and cost of the plan. At this point, lights should have gone off. Not only was this an indication that the plan did not enjoy widespread support in SS, but it also called into question the financial viability of the plan. The changes made the plan no more appealing to us, and did not create a new groundswell of support; as we sit here today, the new, reduced goal is still unmet, and the individual cost of participation has increased over the original forecasts.

I believe that it is time to reassess whether this extended effort to make this plan work is still in the best interests of the residents of Seacoast Shores. I raise the following issues:

- Originally proposed when the economy was in much better shape, participation now may require more money than a lot of folks have to spare; some residents are sitting in their homes, wondering if they will have jobs next month, or the money for taxes, or worse; maybe the timing is simply unfortunate, but it increases the risk of defaults, or of members deciding in 3 or 6 months that they simply cannot carry the extra expense; given the delay between the original concept and the yet-to-be-met goal, perhaps we all need to take a breath and give everyone a chance to re-evaluate the financial impact for themselves;
- The smaller the "core" group of participants becomes, the less likely it is that the plan represents something of interest and value to enough of the residents to warrant the use of SSAI property, especially to the exclusion of those who do not choose to participate financially. Given that now not even 200 families are interested in (or can afford) the plan, the project has begun to take on the appearance of private development to meet the desires of only a small minority in our community. This was not, I am sure, the original intent when the Board and the membership authorized the development of the plan.
- At this reduced level of interest, the plan is beginning to represent an unfortunate division in the community, separating the "haves" from the "have nots", or those who want a "Great Harbors" type environment from those who do not. This community has never been about "exclusivity" or social division. Unless we want to be divided into "classes" of members, with only some entitled to the privileges and others told to use the rear door, we need to look at this plan again, and think hard.
- It appears that there has not been a thorough review of the liability issues that may arise from the Clubhouse construction and operation, or who will ultimately carry those liabilities. This is the final straw that has convinced me not to renew my membership this year. Unless and until there is such a review, and potential risks are fully explained, I am not willing to be a member of an association that may incur significant unexpected liabilities that may in turn become the financial obligations of the individual members. Anyone proposing a plan such as this has an obligation to accurately disclose these types of risks in a timely manner; it has been two years, and the issue is still not addressed.

So, Bob, that's what was on my mind when I read your recent plea. I may still choose to send in money for the police fund or other facets of the Association's programs that clearly benefit us all. But I will not support the Clubhouse project as it now stands, and I will not run the undefined risks of being an Association member if this project proceeds. And that's really too bad. If I have these concerns, and am willing to stay out of the Association because of them, can I be the only one? Maybe you have an answer (or part of the answer) as to why the numbers are down, and as to what needs to be done if you want them to rise again.

Frank Beckstein
342 Edgewater Dr. West
508-457-1902









63 Ovington

69 Ovington

Fence installed by
McCarthy

63 Ovington

Sign

~ 2 ft

Approximate
Property Line

FOSS Support Yard sign
69 Ovington
From Street with Fence and Property
Borders

FOSS Support Yard sign
69 Ovington
Facing 63 Ovington

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

N O T
A N
O F F I C I A L
C O P Y

QUITCLAIM DEED

Ann McTiernan, being unmarried, of 63 Ovington Drive, East Falmouth, MA 02536 and Maryellen Fargey, being unmarried, of 4143 Meadowsweet Drive, Dayton, OH 45424

for consideration paid of Three Hundred Ninety-two Thousand and 00/100 (\$392,000.00) Dollars

hereby grant to 63 Ovington LLC, a Massachusetts limited liability company having its principal place of business at 65 School Street, Milton, MA 02186

with Quitclaim Covenants

the land situated in East Falmouth, Barnstable County, Commonwealth of Massachusetts, together with buildings and other improvements thereon, consisting of two parcels, bounded and described as follows:

PARCEL 1:

Northerly by Wedgewood Drive, eighty and 00/100 (80.00) feet,
Southeasterly by Lots #21 and #20, Section K as shown on plan hereinafter mentioned one hundred seventeen and 45/100 (117.45) feet;
Southerly by part of Lot #20 in said Section K as shown on said plan, fifty-five and 00/100 (55) feet;
Westerly by Lot #23, Section K as per plan, one hundred thirteen and 60/100 (113.60) feet.

The above-described premises are shown on a plan entitled "Seacoast Shores, Sections H, J & K, April 10, 1947, by Frederick C. Hahn, Surveyor," recorded with Barnstable County Registry of Deeds, Plan Book 77, page 123 and said premises are shown thereon as Lot #22K.

PARCEL 2:

Northerly by Ovington Drive, thirty-five and 00/100 (35) feet;
Easterly by Lot #22, one hundred thirteen and 15/100 (113.15) feet;
Southerly by Lot #32, thirty-five and 01/100 (35.01) feet; and

Quitclaim Deed
Page 1

MASSACHUSETTS STATE EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS

Date: 11-01-2023 @ 08:57am
Ct1#: 53 Doc#: 43999
Fee: \$1,340.64 Cons: \$392,000.00

EXHIBIT J (Page 1)

BARNSTABLE COUNTY EXCISE TAX
BARNSTABLE COUNTY REGISTRY OF DEEDS

Date: 11-01-2023 @ 08:57am
Ct1#: 53 Doc#: 43999
Fee: \$1,199.52 Cons: \$392,000.00

Property Address: 63 Ovington Dr., East Falmouth, MA 02536

Westerly by Lot #23B, one hundred twelve and 20/100 (112.20) feet; containing according to said plan 3,942 square feet.

The above-described premises are shown as Lot 23A on a plan entitled "Plan of Land in Falmouth, Mass., being a subdivision of Lot 23, Section K, Seacoast Shores for Joseph E. and Doris E. McTiernan and John R. & Louise S. Markgren Scale 1 in. = 40ft. June 28, 1969, John O. Henriksen R.E.S." and which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 23C, Page 65. Containing 3,943 s.f. according to said plan.

The undersigned hereby release any homestead rights in the subject property, and state, under the pains and penalties of perjury, that there are no persons entitled to any homestead rights in the subject premises as set forth in M.G.L. Chapter 188.

The above premises are conveyed subject to and with the benefit of all rights, rights of way, easements, restrictions and reservations of record, if any, insofar as the same are in force and applicable.

For title, see deed recorded with the Barnstable County Registry of Deeds in Book 12460, Page 273.

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NOT
Executed as a sealed instrument this 27th day of October, 2023.

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Ann McTiernan
Ann McTiernan

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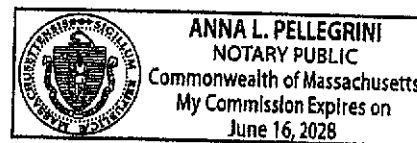
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COMMONWEALTH OF MASSACHUSETTS

Barnstable County, ss:

On this 27th day of October, 2023, before me, the undersigned notary public, personally appeared Ann McTiernan, proved to me through satisfactory evidence of identification, which was MA Driver's license to be the person whose name is signed above, and acknowledged to me that she signed it freely and voluntarily for its stated purpose.

Anna L. Pellegrini
Notary Public: Anna L. Pellegrini
My Commission Expires: 06-16-2028



Executed as a sealed instrument this 19th day of October, 2023.

C O P Y

C O P Y

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Mayellen Fargar

MaryeNenFargey

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OFFICIAL
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A N
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 C O P Y

STATE OF OHIO

Montgomery County, ss:

On this 14th day of October, 2023, before me, the undersigned notary public, personally appeared Maryellen Fargey, proved to me through satisfactory evidence of identification, which was Ohio Driver Licence to be the person whose name is signed above and acknowledged to me that she signed it freely and voluntarily for its stated purpose.



Tayette Thornton-Thompkins II
Notary Public, State of Ohio
My Commission Expires 11-11-2026

Notary Public: _____
My Commission Expires: 11/11/26

N O T N O T
A N A N
O F F I C I A L O F F I C I A L

Seacoast Shores Association, Inc. Clubhouse Investment* Certificate

Certificate Number: 1IN – Ovington, #63/41 03 000K 022

Property Address: 63 Ovington Drive

O F F I C I A L O F F I C I A L
C O P Y C O P Y

East Falmouth, MA 02536

Seacoast Shores Association, Inc. (“Association”) a Massachusetts corporation having a principal office address of 7 Farview Lane, Post Office 768, East Falmouth, MA 02536 hereby issues this Certificate to the following owner of real property located within the Seacoast Shores community: **63 Ovington Drive LLC** (“Owner”) as the record title owner of the real estate located at and known as **63 Ovington Drive, East Falmouth, MA 02536** as further defined and described in a deed recorded in the Barnstable County Registry of Deeds at Book 36065 Page 125 dated November 1, 2023 (hereinafter referred to as the “Property”). The rights, benefits, and obligations represented by this Certificate shall run with the Property identified above, and shall be binding upon and inure to the benefit of the Owner identified above and also to any future grantee(s) or transferee(s) of the Property. Future grantee(s) or transferee(s) of the Property shall become a Holder of this Certificate upon the conveyance or transfer of the Property. This Certificate shall be recorded or filed in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be. The Association will perform the recording or filing of the Certificate upon the Owner’s advance payment to the Association, of the recording fee charged by the Barnstable County Registry of Deeds and/or the Land Court Registry District.

The Issuance of this Certificate confirms the Owner’s commitment to the development, construction, maintenance, expansion, renovation and operation of a Clubhouse with the desire and intention that the Clubhouse will maintain, promote and enhance the social and civic welfare of the residents and owners of properties in Seacoast Shores, and to that end the Owner has made, and satisfied, a financial commitment to fund the construction, maintenance, expansion, renovation and operation of the Clubhouse.

As the holder of this Certificate, the Owner is entitled to participate in the programs and benefits which the Association offers to those real property owners who have made similar financial commitments to the development of the Clubhouse, as such programs and benefits may be determined and offered by the Association from time to time. The Owner, and future holders, of this Certificate are required to maintain an Association Membership each and every calendar year, and to pay the Annual Membership Dues of the Association, in a timely manner, as such dues may be determined from time to time. The opportunity for the Owner, and future holder, to

participate in the Association's Clubhouse Membership programs and benefits shall be upon the Owner's or holder's payment of additional Clubhouse Fees on an annual basis in amounts as determined by the Association from time to time.

This Certificate does not convey any ownership interest in any land or assets owned by the Association either now or in the future.

Neither the Owner nor any future holder of this Certificate accepts nor assumes any obligation, financial or otherwise, of the Association, its Officers, Directors, agents, servants, or employees, whether now existing or incurred in the future. No creditor of the Association shall look to the Owner, or any future holder of this Certificate, to satisfy any debt, judgment, or other liability of the Association, whether now existing or incurred in the future. By accepting this Certificate neither the Owner, nor any future holder, agrees to indemnify or hold the Association, its Officers, Directors, agents, servants, or employees harmless from any debt, judgment, or other liability of the Association, whether now existing or incurred in the future.

The Association, its Officers, Directors, agents, servants, and employees, express no opinion as to whether the Owner's participation in the funding of the Clubhouse and/or the issuance of this Certificate, will enhance the fair market value of the Owner's or holder's Property as described above.

This Certificate is non-negotiable and may not be sold or conveyed by the Owner to any other person or entity owning real estate in Seacoast Shores except to a buyer or transferee of the Property as described in this Certificate. Any attempted negotiation, sale, or assignment of this Certificate to a person or entity other than the new owner of the Property described in this Certificate shall be void ab initio and the Association shall not recognize, honor, or otherwise effectuate the purported transfer, and the purported transferee shall have no claims or rights against the Association. These restrictions against negotiation and transfer shall be equally applicable to any person and/or entity acquiring an interest in the Property described in this Certificate by purchase, mortgage, lien, judgment, inheritance, or otherwise by operation of law.

In the event that the Owner, or future holder, of this Certificate fails to maintain Membership in the Association each and every calendar year and/or to pay the Annual Dues of the Association, in a timely manner, as such Annual Dues may be determined from time to time by the Association, then the Owner, or holder, shall be in breach of the obligations and covenants applicable to the Owner, or holder, pursuant to this Certificate and the Association shall have all available rights and remedies, at law and in equity, including without limitation, the following:

- To record a Notice of Delinquency in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be, with Notice of the unpaid Dues, assessment, and associated fees and costs.

- To enforce the payment of any unpaid Annual Dues by any available legal process.
- To place a lien on this Certificate such that a transfer of the Property will not be effective to transfer this Certificate unless, and until, the delinquency is cured.
- In the event that such delinquency continues for a period of one (1) year, without cure, or without other arrangements for cure having been made to the satisfaction of the Association, then the Association may, but is not obligated, to terminate and rescind this Certificate without necessity of legal process, and without compensation to the Owner, or holder, whereupon all rights of the Owner, or holder, shall terminate without recourse to the Owner, or holder. In the event of such termination and rescission of this Certificate, the Association may, but is not required, to record a Notice of Termination and Rescission in the Barnstable County Registry of Deeds and/or the Land Court Registry District, as the case may be.
- The Owner, or holder, of this Certificate shall be responsible for the payment of all collection costs incurred by the Association.
- The Association's rights and remedies shall be deemed cumulative and not mutually exclusive.
- The Owner, and future holders, of this Certificate waive all rights to claim a trial by jury in any legal action commenced relative to this Certificate and the rights and obligations set forth herein, and further agree that the Courts of the Commonwealth of Massachusetts located in Barnstable County shall be the sole and exclusive jurisdiction and venue for any litigation.

At least thirty (30) days prior to any intended sale or transfer of the Property, the Owner, or holder, of this Certificate, may submit a written request to the Association for the issuance of a Statement, suitable for recording at the time of conveyance, confirming the then current status of this Certificate and of any unpaid charges and/or assessments then outstanding. The Owner, or holder, shall be responsible for the recording of any such Statement and the costs associated with such recording.

This Certificate is not intended to constitute a condition or restriction by which the title or use of the Property herein referenced, or construction thereon, is affected and is therefore, not subject to the provisions of Massachusetts General Laws Chapter 184. If, and to the extent that, the duration of the provisions of this Certificate are required to be extended at any time in order to remain effective, then the Association, or its successor, may do so by the recording of an appropriate notice of such extension in the Registry of Deeds, such notice to contain a reference to the Book and Page at which this Certificate is recorded.

The Owner has purchased this Investment Share Certificate pursuant to an Installment Payment Agreement to receive the Investment Share Certificate and to enable the Investment Share Certificate to be recorded in the Barnstable County Registry of Deeds, such that the Owner may opt to utilize the Clubhouse subject to the applicable provisions of the Investment Share Certificate and the applicable rules and regulations of the Association, as they may be amended, modified, and revised from time to time.

Further, pursuant to the Installment Plan Agreement, the Owner has committed to the prompt and timely payment of the Balance Due of Five Thousand Four Hundred (\$5,400.00) Dollars by one or more installments, with the total Balance Due being paid in full at the time of Closing on the Property which is now listed for sale. The Balance Due shall be due and payable to the Association without demand, and without set-off or deduction. Also, Installment Payments are due and payable without interest and may be prepaid, in whole or in part, without penalty.

The installment payments do not constitute, and shall not be construed as, payment for any fees, charges, or assessments relative to Owner's optional annual decision (if any) to participate in Clubhouse Membership (also known as "Clubhouse Fees" and/or "CHF") and/or the Annual Dues (also known as "AD") assessed for basic membership in the Association. In the event that the Owner opts to participate in the Clubhouse Membership then all fees, charges and assessments relative to Owner's option shall be in addition to the Installment Payment obligations. Notwithstanding the Owner's right to opt to not enroll in the optional annual Clubhouse Membership, the Owner remains obligated to pay the Annual Dues for basic membership in the Association.

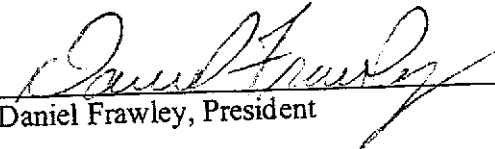
In the event that the Owner defaults in the payment(s) of any Installment Payment(s), then such unpaid installment(s) shall constitute a lien against the Owner's Property for the benefit of the Association. In the event of Owner's default in the Installment Payment(s), the Association shall have the same rights and remedies as set forth in this Investment Share Certificate, including, without limitation, collection of the outstanding balance of Installment Payments as set forth in the Installment Payment Agreement, the termination of the Investment Share Certificate including the forfeiture of the Installment Payment(s) previously tendered, termination and cancellation of the Investment Share Certificate, and the suspension of Owner's Clubhouse Membership option and attendant privileges (if Owner has so opted) until such time as the Owner default is cured.

* The use of the term "Investment" in this Certificate is intended to reflect the Owner's commitment to the Seacoast Shores community, and more specifically to the development of the Clubhouse which was conceived and intended to enhance the Seacoast Shores community. This Certificate does not constitute an Offer or a Sale of a Security, and is not designed or intended to be a financial investment as may be defined and/or regulated by the Uniform Securities Act as enacted in Massachusetts General Laws, Chapter 110A, or the Securities Act of 1933, the Securities Exchange Act of 1934, the Public Utility Holding Company Act of 1935, the Investment Advisers Act of 1940, the Investment Company Act of 1940, or any other state or federal statute or regulation applicable to securities and investments. The Association, its Officers, Directors, agents,

servants, and employees, do not represent themselves to be investment advisors, or investment adviser representatives, broker-dealers, or to be acting in any similar capacities under any such laws and/or regulations.

Note: The title to this property was not reviewed in the preparation of this document.

Issued by Seacoast Shores Association, Inc. this 22nd day of March, 2025 by its duly authorized President and Treasurer.

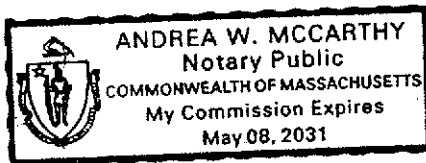

Daniel Frawley, President

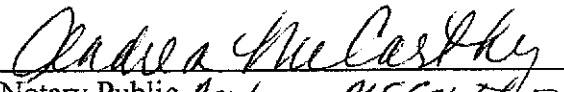
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

March 22, 2025

Then personally appeared the above-named Daniel Frawley, whose identity is personally known to me, or has been satisfactorily proven by a Massachusetts driver's license, to be the person whose name is signed on the document, and who swore or affirmed to me and acknowledged this instrument to be his free act and deed on behalf of Seacoast Shores Association, Inc., before me




Notary Public Andrea McCarthy
My Commission Expires: 5-8-31

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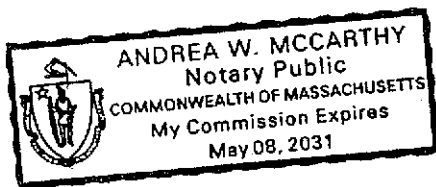
N O T
Michael C. Farrell
Michael C. Farrell, Treasurer
O F F I C I A L
C O P Y

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

March 22, 2025

Then personally appeared the above-named Michael C. Farrell, whose identity is personally known to me, or has been satisfactorily proven by a Massachusetts driver's license, to be the person whose name is signed on the document, and who swore or affirmed to me and acknowledged this instrument to be his free act and deed on behalf of Seacoast Shores Association, Inc., before me



Andrea McCarthy
Notary Public *Andrea McCarthy*
My Commission Expires: *5-8-31*

NOT AN OFFICIAL COPY
Accepted by the Owner(s) this 22nd day of March, 2025
NOT AN OFFICIAL COPY

63 Ovington Drive, LLC

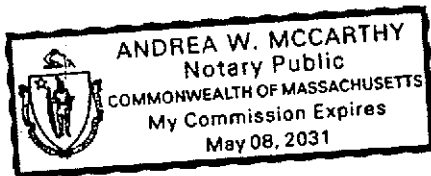
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Matthew McCarthy
Matthew McCarthy, Manager
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COMMONWEALTH OF MASSACHUSETTS

Barnstable County

March 22, 2025

Then personally appeared the above-named Matthew McCarthy in his capacity as Manager of 63 Ovington Drive LLC, whose identity was proven to me by satisfactory evidence of identification, a Massachusetts driver's license, to be the person(s) whose names is/are signed on the document, and who swore or affirmed to me and acknowledged this instrument to be their free act and deed, and the contents of the document are truthful and accurate to the best of their knowledge, before me



Andrea W. McCarthy
Notary Public
My Commission Expires: 5-8-31



TOWN OF FALMOUTH

Office of the Town Manager & Selectmen

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone (508) 495-7320

Fax (508) 457-2573

July 24, 2015

Via Certified Mail

Richard F. Sette

President

Seacoast Shores Association, Inc.

7 Fairview Lane

East Falmouth, MA 02536

Dear Mr. Sette:

This office has previously informed you and the Seacoast Shores Association, Inc. (SSAI), that Bayside Drive is a public way. The public way taking occurred in 1975 and the plan is recorded in the Barnstable County Registry of Deeds in plan book 293, page 77. Both the order of taking and the plan show Bayside Drive ending at the "waters of Eel Pond." The fact that the pavement ends before the water's edge is of no legal significance and the public has a right of access to Eel Pond for all lawful purposes. The fact that SSA may have maintained the sandy portion of the layout as part of the association's adjacent beach is of no legal significance. This maintenance appears to be voluntary and is not authorized by easement or license from the Town.

There are reports that the SSAI has engaged a security guard who is posted at the end of the pavement on Bayside Drive and who denies access beyond that point to members of the public who are not association members. This practice is unauthorized and must cease forthwith. The SSAI may limit access to the Association's beach parcel, but not to the public way.

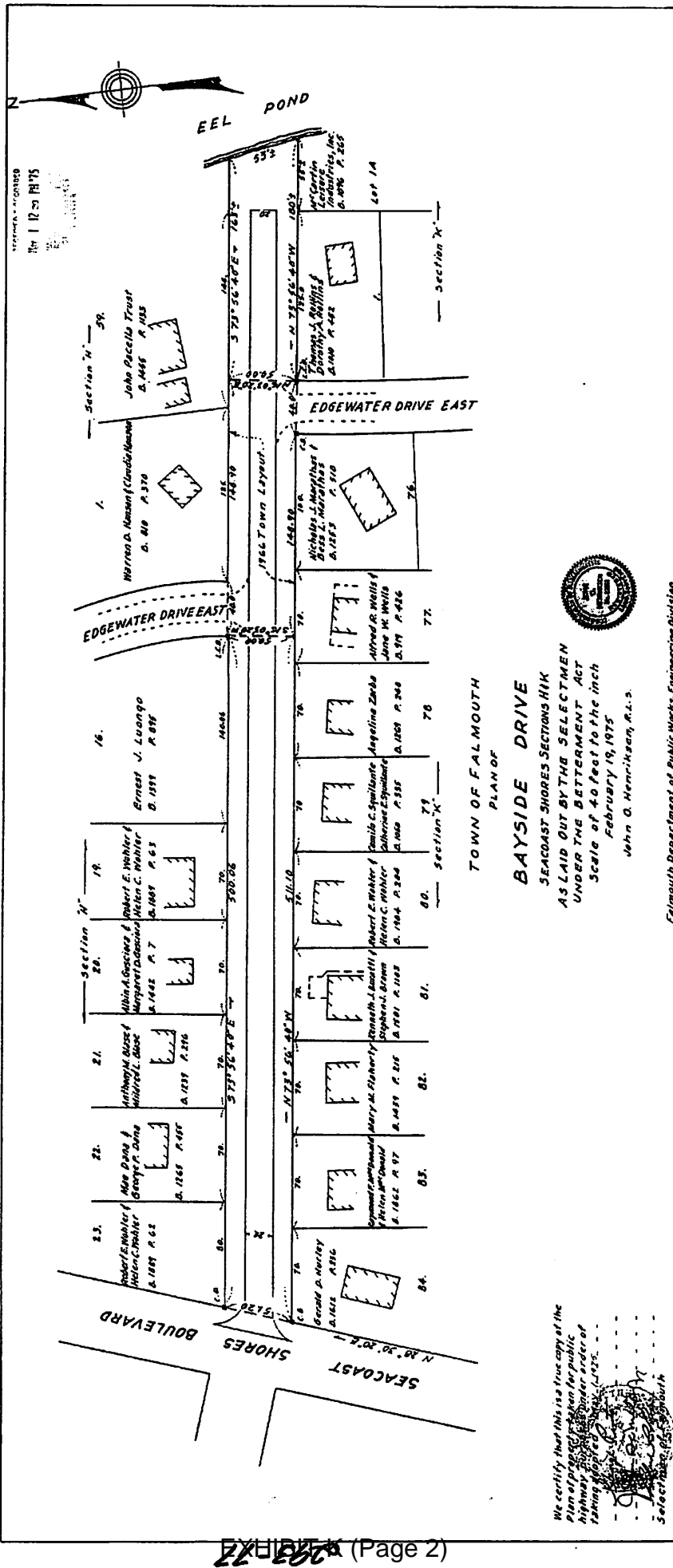
I have instructed the Falmouth Police Department to enforce the directives of this letter and to report violations to this office and the Board of Selectmen.

Thank you for your cooperation.

Sincerely,

Julian M. Suso
Town Manager

cc: Board of Selectmen
Edward Dunne, Chief of Police
Frank Duffy, Town Counsel Ray Jack, Director DPW



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After Recording Return ~~N~~: O T
Law Office of Andrea McCarthy
ATTN: Law Office of Andrea McCarthy
72 Fisher Street
Medway, MA 02053 C O P Y

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C O P Y

Property Address: 364 Edgewater Dr. E, East Falmouth, MA 02536

[Space Above This Line For Recording Data]

MORTGAGE

Tsanotelis
Loan #: 2021-3340418
Serv. #: 4500351244
MIN: 100049700013336959
MERS Phone: 1-888-679-6377
PIN: FALM-000041-000006-000000-000013

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated July 30, 2021, together with all Riders to this document.

(B) "Borrower" is Jason Tsanotelis, a married male; Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is Embrace Home Loans, Inc.. Lender is a Corporation organized and existing under the laws of the State of Rhode Island. Lender's address is 25 Enterprise Center, Middletown, RI 02842.

(D-1) "Mortgage Broker" is NO MORTGAGE BROKER. Mortgage Broker's post office address is NO MORTGAGE BROKER and Mortgage Broker's license number is NO MORTGAGE BROKER.

(D-2) "Mortgage Loan Originator" is Kevin Richardi. Mortgage Loan Originator's post office address 25 Enterprise Center, Middletown, RI 02842 and Mortgage Loan Originator's license number is MLO7175.

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- (Q) **"Successor in Interest of Borrower"** means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

EXHIBIT L (Page 2)

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) Principal due under the Note; (c) amount due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

MASSACHUSETTS- Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT
 328.76 Page 4 of 14

required by RESPA. C O P Y C O P Y

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in

Lender or its Agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

MASSACHUSETTS- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

EXHIBIT L (Page 8)

C O P Y C O P Y

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

N O T N O T

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and

consent. **N O T** **N O T**
 Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

MASSACHUSETTS- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 EX 328.76 Page 10 of 14

18. Transfer of the Property or a Beneficial Interest in Property. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

MASSACHUSETTS- Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT
 328.76 Page 11 of 14

EXHIBIT L (Page 12)

If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale, and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

24. Subordination of Homestead and Waivers. If Borrower heretofore has acquired or hereafter acquires an estate of homestead in the Property, Borrower hereby agrees, to the greatest extent permitted by Applicable Law, that such homestead estate is subordinated in all respects to this Security Instrument and the amount due under the Note and to all renewals, extensions and modifications of this Security Instrument or the Note, and that said homestead estate is subject to all of the rights of Lender under this Security Instrument and the Note and all renewals, extensions and modifications of this Security Instrument and the Note, and is subordinate to the lien evidenced by this Security Instrument, and all renewals, extensions and modifications of this Security Instrument. Borrower waives and relinquishes all rights of curtesy and dower in the Property.

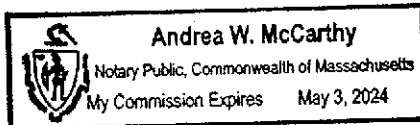
- BORROWER - Jason Tsanotelis - DATE -

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STATE OF Massachusetts NOT
COUNTY OF Barnstable AN
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On this 30th day of July, 2021, before me, the undersigned notary public, **Jason Tsanotelis**, personally appeared, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Andrea Mc Carthy
Notary Public

My Commission Expires: 5-3-2024

Individual Loan Originator: **Kevin Richardi**, NMLSR ID: 7175
Loan Originator Organization: **Embrace Home Loans, Inc.**, NMLSR ID: 2184

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EXHIBIT A

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the land with the buildings thereon in Falmouth, Barnstable County, Massachusetts, bounded and described as follows:

NORTHERLY \circ F F I C $\overset{A}{\circ}$ $\overset{N}{\circ}$ By Lot 13 as shown on a plan hereinafter mentioned, a distance of One Hundred Thirty-Five (135.00) feet, more or less;

NORTHEASTERLY By an imaginary line representing an extension in a southeasterly direction of the boundary line between said Lot 13 and Lot 12 as shown on said plan from the southeast corner of said Lot 13 to the low water mark of Eel Pond, distance unknown;

SOUTHEASTERLY By the low water mark of Eel Pond, distance unknown;

SOUTHWESTERLY By an imaginary line representing an extension in a southeasterly direction of the boundary line between said Lot 13 and a right of way as shown on said plan from the southwest corner of said Lot 13 to the low water mark of Eel Pond, distance unknown.

Meaning and intending to convey all of the beach, shore and flats appurtenant to said Lot 13, said Lot 13 being shown on a plan entitled "Seacoast Shores, Falmouth, Mass.--Yacht Club Section" by Frederick C. Hahn, Surveyor, New Haven, Conn., dated April 15, 1947, recorded with Barnstable Registry of Deeds in Plan Book 78, Page 11.

These premises being the same premises now known as and numbered Lot Number Thirteen (13) in Yacht Club Section, as shown on said plan. Said premises are conveyed with the right of use and enjoyment and subject to the restrictions, reservations and encumbrances as contained in a deed from George E. Fecteau, dated October 13, 1967 and recorded in Book 1381, Page 485.

The land in Falmouth, Barnstable County, being a certain right-of-way between Lots 13 and 14 as shown on a plan entitled hereafter, and bounded and described as follows:

NORTHERLY	By Lot 13, Fifty (50.00) feet;
WESTERLY	By Lot 13, approximately Ten (10.00) feet;
NORTHERLY	By Lot 13, Fifteen (15.00) feet to the easterly perimeter of Lot 13 and then continuing in an imaginary line to the mean low water mark of Eel Pond.
EASTERLY	By the mean low water mark of Eel Pond approximately Forty (40.00) feet to an imaginary line representing the extension of the northerly boundary of Lot 14;

SOUTHERLY N O T A N
 By a section of beach appurtenant to Lot 14 to the northeast
 corner of Lot 14, then continuing Seventy (70.00) feet along
 the perimeter of Lot 14; O F F I C I A L C O P Y
 WESTERLY C O P Y
 By Lot 14 approximately Ten (10.00) feet;
 SOUTHERLY N O T A N
 By Lot 14, Fifty (50.00) feet to Edgewater Drive East;
 WESTERLY A N
 By Edgewater Drive East, Twenty (20.00) feet to the
 southwest corner of Lot 13. O F F I C I A L C O P Y
 C O P Y C O P Y

Meaning and intending to convey the fee in the entire right-of-way and beach, shore and
 flats appurtenant thereto, all as shown on a plan entitled "Seacoast Shores, Falmouth,
 Mass.--Yacht Club Section" by Frederick C. Hahn, Surveyor, New Haven, Conn. Dated
 April 15, 1947, recorded with Barnstable Registry of Deeds in Plan Book 78, Page 11.

Subject to all recreational rights vested in other Grantees of this Grantor or its
 predecessor.

Being the same premises conveyed to us by deed of Robert A. Gianci et ux, recorded
 with Barnstable Registry of Deeds in Book 5515, Page 144.

Property address: 364 Edgewater Drive East, East Falmouth, MA 02536

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PLANNED UNIT DEVELOPMENT RIDER

Tsanotelis
Loan #: 2021-3340418
Serv. #: 4500351244
MIN: 100049700013336959

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of **July, 2021**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Embrace Home Loans, Inc.**, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

364 Edgewater Dr. E, East Falmouth, MA 02536

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **05515 0144** (the "Declaration"). The Property is a part of a planned unit development known as

Seacoast Shores

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

34.38

Form 3150 1/01 (page 1 of 3 pages)

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

What Lender requires as a condition of this waiver can change during the term of the loan.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.
COPY

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

- BORROWER - Jason Tsanotelis - DATE -

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PLANNED UNIT DEVELOPMENT RIDER

Tsanotelis
Loan #: 2021-3340418
Serv. #: 4500351244
MIN: 100049700013336959

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 30th day of July, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to **Embrace Home Loans, Inc.**, (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

364 Edgewater Dr. E, East Falmouth, MA 02536

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in **05515 0144** (the "Declaration"). The Property is a part of a planned unit development known as

Seacoast Shores

[Name of Planned Unit Development]

(the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD COVENANTS. In addition to the covenants and agreements made in the Security

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

34.38

Form 3150 1/01 (page 1 of 3 pages)

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

What Lender requires as a condition of this waiver can change during the term of the loan.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

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F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

7-30-21
- BORROWER - Jason Tsanotelis - DATE -

MULTISTATE PUD RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

EX 34.38

Form 3150 1/01 (page 3 of 3 pages)

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SECOND HOME RIDER

Tsanotelis
Loan #: 2021-3340418
Serv. #: 4500351244
MIN: 100049700013336959

THIS SECOND HOME RIDER is made this 30th day of July, 2021, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Embrace Home Loans, Inc.** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **364 Edgewater Dr. E, East Falmouth, MA 02536** [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control

MULTISTATE SECOND HOME RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

35.50

Form 3890 1/01 (rev. 4/19) (page 1 of 2 pages)

8. Borrowers Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

- BORROWER - Jason Tsanotelis - DATE -

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SECOND HOME RIDER

Tsanotelis
Loan #: 2021-3340418
Serv. #: 4500351244
MIN: 100049700013336959

THIS SECOND HOME RIDER is made this **30th** day of **July, 2021**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **Embrace Home Loans, Inc.** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **364 Edgewater Dr. E, East Falmouth, MA 02536** [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower will occupy and use the Property as Borrower's second home. Borrower will maintain exclusive control over the occupancy of the Property, including short-term rentals, and will not subject the Property to any timesharing or other shared ownership arrangement or to any rental pool or agreement that requires Borrower either to rent the Property or give a management firm or any other person or entity any control

MULTISTATE SECOND HOME RIDER- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

EX 35.50

Form 3890 1/01 (rev. 4/19) (page 1 of 2 pages)

8. Borrowers Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

7-30-21
- BORROWER - Jason Tsanotelis - DATE -

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FIXED/ADJUSTABLE RATE RIDER

(30-day Average SOFR Index (As Published by the Federal Reserve Bank of New York)
-Rate Caps -Ten-Year Interest Only Period)

Tsanotelis
Loan #: 2021-3340418
Serv. #: 4500351244
MIN: 100049700013336959

THIS FIXED/ADJUSTABLE RATE RIDER is made this 30th day of July, 2021, and is incorporated into and will be deemed to amend and supplement the Mortgage, Mortgage Deed, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Interest-Only Period Adjustable Rate Note (the "Note") to **Embrace Home Loans, Inc.** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

364 Edgewater Dr. E, East Falmouth, MA 02536
[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR A CHANGE IN BORROWER'S FIXED INTEREST RATE TO AN ADJUSTABLE INTEREST RATE. THE NOTE LIMITS THE AMOUNT THE BORROWER'S ADJUSTABLE INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MINIMUM AND MAXIMUM RATES THE

MULTISTATE FIXED/ADJUSTABLE RATE RIDER — 30-day Average SOFR -Ten-Year Interest Only Period —Single Family

EX 24061.5

(Page 1 of 5)

ADDITIONAL COVENANTS. In addition to the representations, warranties, covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES I A L

The Note provides for monthly payments of principal and interest ("Monthly Payment") and an initial fixed interest rate of 5.125%. The Note also provides for a change in the initial fixed interest rate to an adjustable interest rate, as follows:

4. ADJUSTABLE INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The initial fixed interest rate I will pay will change to an adjustable interest rate on the first day of **August, 2026**, and the adjustable interest rate I will pay may change on that day every **6th** month thereafter. The date on which my initial fixed interest rate changes to an adjustable interest rate, and each date on which my adjustable interest rate could change, is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my adjustable interest rate will be based on an Index that is calculated and provided to the general public by an administrator (the "Administrator"). The "Index" is a benchmark, known as the 30-day Average SOFR index. The Index is currently published by the Federal Reserve Bank of New York. The most recent Index value available as of the date 45 days before each Change Date is called the "Current Index," provided that if the Current Index is less than zero, then the Current Index will be deemed to be zero for purposes of calculating my interest rate.

If the Index is no longer available, it will be replaced in accordance with Section 4(G) below.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding **Four And One-Half** percentage points (**4.500%**) (the "Margin") to the Current Index. The Margin may change if the Index is replaced by the Note Holder in accordance with Section 4(G)(2) below. The Note Holder will then round the result of the Margin plus the Current Index to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of my Monthly Payment. For payment adjustments occurring before the First Principal and Interest Payment Due Date, the amount of my Monthly Payment will be sufficient to repay all accrued interest each month on the unpaid Principal balance at the new interest rate. If I make a voluntary payment of Principal before the First Principal and Interest Payment Due Date, my payment amount for subsequent payments will be reduced to the amount necessary to repay all accrued interest on the reduced Principal balance at the current interest rate. For payment adjustments occurring on or after the First Principal and Interest Payment Due Date, the amount of my Monthly Payment will be sufficient to repay unpaid Principal and interest that I am expected to owe in full on the Maturity Date at the current interest rate in substantially equal payments.

MULTISTATE FIXED/ADJUSTABLE RATE RIDER — 30-day Average SOFR -Ten-Year Interest Only Period —Single Family

EX 24061.5

(Page 2 of 5)

The interest rate I am required to pay at the first Change Date will not be greater than 7.125% or less than 4.500%. Thereafter, my adjustable interest rate will never be increased or decreased on any single Change Date by more than One percentage point(s) (1.000%) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 10.125% or less than 4.500%.

My new interest rate will become effective on each Change Date. I will pay the amount of my new Monthly Payment beginning on the first Monthly Payment date after the Change Date until the amount of my Monthly Payment changes again.

EXHIBIT L (Page 29)

The date of my first payment consisting of both principal and interest on this Note (the "First Principal and Interest Payment Due Date") shall be that date which is the 10th anniversary date of the first payment due date, as reflected in Section 3(A) of the Note.

1. Until Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Section 18 of the Security Instrument will read as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

2. When Borrower's initial fixed interest rate changes to an adjustable interest rate under the terms stated in Section A above, Section 18 of the Security Instrument described in Section B1 above will then cease to be in effect, and the provisions of Section 18 of the Security Instrument will be amended to read as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a)

(Page 4 of 5)

- BORROWER - Jason Tsanotelis - DATE -

JOHN F. MEADE, REGISTER
BARNSTABLE COUNTY REGISTRY OF DEEDS
RECEIVED & RECORDED ELECTRONICALLY

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After Recording Return N O T
MOVEMENT MORTGAGE, LLC
8024 CALVIN HALL RD
INDIAN LAND, SC 29707
888-589-4416 C O P Y

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Property Address: 15 IPSWICH DRIVE, EAST FALMOUTH, MA 02536

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MORTGAGE

MCCARTHY
Loan #: 3675247
Serv. #: 3010185183
MIN: 100670800036752475
MERS Phone: 1-888-679-6377
PIN: 41-06-000-092

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated JANUARY 12, 2022, together with all Riders to this document.

(B) "Borrower" is ANDREA W. MCCARTHY AND JOHN F. MCCARTHY, WIFE AND HUSBAND. Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is MOVEMENT MORTGAGE, LLC. Lender is a LLC organized and existing under the laws of DELAWARE. Lender's address is 8024 CALVIN HALL ROAD INDIAN LAND, SC 29707.

(D-1) "Mortgage Broker" is NO MORTGAGE BROKER. Mortgage Broker's post office address is NO MORTGAGE BROKER and Mortgage Broker's license number is NO MORTGAGE BROKER.

(D-2) "Mortgage Loan Originator" is PAULA SCHNEID. Mortgage Loan Originator's post office address

MASSACHUSETTS- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
328.77 Page 1 of 15

Form 3022 1/01 (rev. 10/16)



3675247-9451-1-15

(E) "Note" means the promissory note signed by Borrower and dated JANUARY 12, 2022. The Note states that Borrower owes Lender TWO HUNDRED THOUSAND AND 00/100 Dollars (U.S. \$200,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full for the term of the Note. ~~Call For File~~ FEBRUARY 1, 2052 F F I C I A L

(G) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

☐ Adjustable Rate Rider ☐ Condominium Rider ☒ Second Home Rider
☐ Balloon Rider ☐ Planned Unit Development Rider ☐ Biweekly Payment Rider
☐ 1-4 Family Rider ☐ Other(s) [specify]

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Escrow Items" means those items that are described in Section 3.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan"

EXHIBIT M (Page 2)

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(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

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TRANSFER OF RIGHTS IN THE PROPERTY
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This Security Instrument secures to Lender: (i) the repayment of the loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, with power of sale, the following described property located in the COUNTY of BARNSTABLE:

SEE EXHIBIT A LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF which currently has the address of 15 IPSWICH DRIVE, EAST PALMOUTH, Massachusetts 02536 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at



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MASSACHUSETTS- Single Family -Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
 [EX] 328.77 Page 4 of 15

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EXHIBIT M (Page 4)



5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentence can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to



EXHIBIT M (Page 6)



EXHIBIT M (Page 8)

As a result of these agreements, Lender, any purchaser of a Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing and modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

MASSACHUSETTS- Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT
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EXHIBIT M (Page 9)

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to the restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with

EXHIBIT M (Page 10)

If the Loan is subject to a law which sets maximum loan charges and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

MASSACHUSETTS- Single Family -Faunie Mac/Freddie Mac UNIFORM INSTRUMENT
328.77 Page 11 of 15

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EXHIBIT M (Page 11)

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all costs incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following methods selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal banking agency; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given



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in compliance with the requirements of Section 15) of such applicable law and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the



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If Lender invokes the STATUTORY POWER OF SALE, Lender shall mail a copy of a notice of sale to Borrower, and to other persons prescribed by Applicable Law, in the manner provided by Applicable Law. Lender shall publish the notice of sale and the Property shall be sold in the manner prescribed by Applicable Law. Lender or its designee may purchase the Property at any sale. The proceeds of the sale shall be applied in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

24. Subordination of Homestead and Waivers. If Borrower heretofore has acquired or hereafter acquires an estate of homestead in the Property, Borrower hereby agrees, to the greatest extent permitted by Applicable Law, that such homestead estate is subordinated in all respects to this Security Instrument and the amount due under the Note and to all renewals, extensions and modifications of this Security Instrument or the Note, and that said homestead estate is subject to all of the rights of Lender under this Security Instrument and the Note and all renewals, extensions and modifications of this Security Instrument and the Note, and is subordinate to the lien evidenced by this Security Instrument, and all renewals, extensions and modifications of this Security Instrument. Borrower waives and relinquishes all rights of curtesy and dower in the Property.

Andrea W. McCarthy
- BORROWER - ANDREA W MCCARTHY

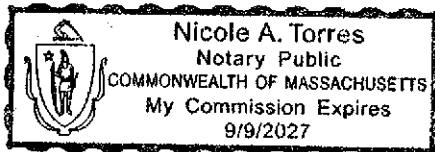
John F. McCarthy
- BORROWER - JOHN F MCCARTHY

EXHIBIT M (Page 14)

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STATE OF MASSACHUSETTS N O T
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 COUNTY OF BARNSTABLE O F F I C I A L
 On this 12 day of JAN. 2022 C O P Y
Andrea W. McCarthy & James F. McCarthy before me, the undersigned notary public,

personally appeared, proved to me through satisfactory evidence of identification, which were MA DLS, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.



Nicole A. Torres
 Notary Public

My Commission Expires: 9/9/27

Individual Loan Originator: PAULA SCHNEID, NMLSR ID: 39882
 Loan Originator Organization: MOVEMENT MORTGAGE, LLC, NMLSR ID: 39179



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Exhibit A - Property Description

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Closing Date: January 12, 2022

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Borrower(s): Andrea W. McCarthy and John F. McCarthy

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Property Address: 15 Ipswich Drive, East Falmouth, MA 02536

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A Certain parcel of land with buildings thereon, situated on the Southwesterly side of Ipswich Drive, Falmouth, Barnstable County, Massachusetts, and being shown as Lot 29 on a plan entitled "Seacoast Shores, Falmouth, Mass. Yacht Club Section, Frederick C. Hahn, Surveyor, dated April 15, 1947, and recorded with the Barnstable Registry of Deeds, Plan book 78, Page 11. Said Lot 92 is further bounded and described according to said plan as follows:

NORTHEASTERLY by Ipswich Drive, 100 feet

NORTHWESTERLY by lot 91, 103.75 feet

SOUTHWESTERLY by lot 87, 100 feet, and

SOUTHEASTERLY by lot 93, 103.75 feet.

For title, see deed recorded herewith.

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SECOND HOME RIDER


MCCARTHY
Loan #: 3675247
Serv. #: 3010185183
MIN: 100670800036752475

THIS SECOND HOME RIDER is made this **12TH** day of **JANUARY, 2022**, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to **MOVEMENT MORTGAGE, LLC** (the "Lender") of the same date and covering the Property described in the Security Instrument (the "Property"), which is located at: **15 IPSWICH DRIVE, EAST FALMOUTH, MA 02536** [Property Address].

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that Sections 6 and 8 of the Security Instrument are deleted and are replaced by the following:

6. Occupancy. Borrower will occupy and use the Property as Borrower's second home.

MULTISTATE SECOND HOME RIDER- Single Family -Fannie Mac/Freddie Mac UNIFORM INSTRUMENT

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Form 3890 1/01 (rev. 4/19) (page 1 of 2 pages)



3675247-9455-1-2

8. Borrowers Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's second home.

Andrea McCarthy
- BORROWER - ANDREA W MCCARTHY

John F McCarthy
- BORROWER - JOHN F MCCARTHY

Form 3890 1/01 (rev. 4/19) (page 2 of 2 pages)



JOHN F. MEADE, REGISTER
BARNSTABLE COUNTY REGISTRY OF DEEDS
RECEIVED & RECORDED ELECTRONICALLY