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AMENDED AND RESTATED MASTER DEED - DECLARATION OF CONDOMINIUM,  
BYLAWS AND RULES AND REGULATIONS OF THE ANCHORAGE CONDOMINIUM  
ASSOC., INC.

MASTER DEED  
DECLARATION OF CONDOMINIUM

At a duly called and held joint meeting of the Stockholders (Members of the Association) and the Directors of THE ANCHORAGE CONDOMINIUM ASSOC., INC., which meeting was held at Harwich (Port), Barnstable County, Massachusetts, pursuant to proper notice on the 26th day of September, 2009, in accordance with the terms of the Master Deed-Declaration of Condominium and Bylaws of the Association at which meeting were present and voting seventy-five percent (75%) of the Directors and seventy-five percent (75%) of the Members of the Association, the following AMENDED AND RESTATED MASTER DEED - DECLARATION OF CONDOMINIUM BYLAWS AND RULES AND REGULATIONS were proposed jointly by the Board of Directors and Members of the Association and were duly voted and approved by seventy-five percent (75%) of the Board of Directors and seventy-five percent (75%) of said Members of the Association.

The complete page numbered 1 recorded in Book 1589 Page 296 and the language in the first seven lines of the Page numbered 2 recorded in Book 1589 Page 297 of the original MASTER DEED - DECLARATION OF CONDOMINIUM, which are recorded with Barnstable County Registry of Deeds, which relate to the identity of the Developer, the legal description of the condominium land and the creation of the Condominium are incorporated herein by reference.

The original plans and specifications recorded with the initial Condominium documents in 1972 and any changes thereto of record are hereby ratified and confirmed and incorporated herein by reference. The Amendment to the Master Deed - Declaration of Condominium substituting certain new floor plans and recorded in the Barnstable County Registry of Deeds in Book 1901 Page 311 is hereby confirmed and ratified and is incorporated herein by reference.

I. DEFINITIONS: As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the context requires otherwise, the following terms shall be defined as in this Article Provided.

1. Unit: A Unit in the Condominium.
2. Unit Owners: The person, persons or entity holding title in fee simple to a Unit.
3. Assessment: That portion of the cost of maintaining, repairing and managing the Property which is to be paid by each Unit Owner, which respective portions, except as herein specifically otherwise provided, are set forth in Article XVI, Section 1 hereof.
4. Association: THE ANCHORAGE CONDOMINIUM ASSOC., INC. and its successors, a corporation duly organized under the laws of the Commonwealth of Massachusetts with a principal place of business at 15 Pleasant Street, Harwich (Port), Massachusetts. Copies of the Bylaws of said corporation and of its Rules and Regulations are annexed hereto and made parts hereof as Exhibits B and C respectively.

5. Buildings: The entire structures located on the Property which buildings are built in accordance with the plans and specifications therefor, prepared by Burnett V. Vickers, A.I.A.
6. Common Elements: The common areas and facilities are all that part of the Property *(except as provided in Article IV Paragraph (e) "Garages,"*) which is not within the Units as such Units are herein defined and shown on the Architect's Plans or which exist within Units by virtue of an easement herein created.
7. Common Expenses: The actual as well as estimated costs of:
  - (a) Maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;
  - (b) Management and administration of the Association, including, without limiting the same, to compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;
  - (c) Any other items held by or in accordance with other provisions of this Declaration or the Condominium Documents to be Common Expense.
8. Common Surplus: The excess of all receipts of the Association including but not limited to assessments, rents, profits and revenues on account of the common elements, over the amount of common expenses.
9. Condominium Documents: This Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A: "Architect's Plans": A set of floor plans of the Buildings, showing the layout, location, Unit numbers and dimensions of the Units, entitled "The Anchorage" and bearing the verified statement of Burnett V. Vickers, A.I.A., certifying that the plans fully and accurately depict the layout, location, Unit number and dimensions of the Units as built.

Exhibit B: Bylaws of THE ANCHORAGE CONDOMINIUM ASSOC., INC.

Exhibit C: Rules and Regulations of the Association.

Exhibit D: "Engineer's Plan": A plot plan showing the locations and building designations at "The Anchorage" and bearing the verified statement of Winford L. Schofield, Registered Professional Engineer, certifying that the plan fully and accurately depicts the location of the buildings as built.
10. Developer: Thomas F. Dinan, Philip V. R. Thomson and Oscar J. Cahoon, Trustees of The Highlands Realty Trust, their heirs, executors, administrators, successors and assigns.



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11. Person: Developer and any individual, firm, corporation, trustee, or other entity capable of holding title to real property.
12. Plans and Specifications: The plans and specifications *as amended* referred to in Article I Section 5 and Section 9 hereof.
13. Property: As defined and described in this Declaration.
14. Share: The percentages attributed to each Unit as set forth in Article V hereof.

II. CONDOMINIUM NAME: The name of this condominium is THE ANCHORAGE.

III. NAME OF ORGANIZATION OF UNIT OWNERS: The name of the organization of unit owners is THE ANCHORAGE CONDOMINIUM ASSOC., INC., a corporation duly organized under the laws of the Commonwealth of Massachusetts with a principal places of business at Harwich (Port). THE ANCHORAGE CONDOMINIUM ASSOC., INC., herein referred to as the Association, has enacted Bylaws pursuant to M.G.L.A. c. 183A which are attached hereto as Exhibit B.

IV. DESCRIPTION OF BUILDINGS: Said condominium consists of the following buildings:

- (a) THE ANCHORAGE - WEST: A two-story building of wood frame construction approximately one hundred twenty-eight (128) feet, eight (8) inches in length and thirty-eight (38) feet four (4) inches in width with a poured concrete foundation, wood frame shingled side walls and asphalt shingled roof containing eight (8) two (2) bedroom Units.
- (b) THE ANCHORAGE - SOUTH: A two-story building of wood frame construction approximately one hundred twenty-eight (128) feet, eight (8) inches in length and thirty-eight (38) feet four (4) inches in width with a poured concrete foundation, wood frame shingled side walls and asphalt shingled roof containing eight (8) two (2) bedroom Units.
- (c) THE ANCHORAGE - NORTH: A two-story building of wood frame construction approximately seventy-two (72) feet in length and fifty-four (54) feet in width with a poured concrete foundation, wood frame shingled side walls and asphalt shingled roof containing eight (8) one (1) bedroom Units.
- (d) THE ANCHORAGE - EAST: A two-story building of wood frame construction approximately one hundred one (101) feet in length and sixty-two (62) feet six (6) inches in width with a poured concrete foundation, wood frame shingled side walls and asphalt shingled roof containing eight (8) two (2) bedroom Units.
- (e) GARAGES: A one-story L-shaped building of wood frame and masonry construction approximately eighty-eight (88) feet four (4) inches in length by twenty-one (21) feet in width on one ell, and approximately one hundred fifteen (115) feet nine (9) inches in length by twenty (20) feet in width on the other ell, with a slab concrete floor, masonry and frame

shingled side walls, asphalt shingled roof, containing seventeen (17) garages, a maintenance supply storage area and a covered walkway, all as shown on the plan attached hereto.

*Garage units do not comprise part of the common facilities of said condominium as the garage units were conveyed to the 17 Unit Owners who bought garages from the Developer subject to the terms and conditions contained in the Master Deed. The garage owners shall be responsible for the maintenance, repair and replacement of the garage units including the roofs and floors thereof, as well as all costs attributable to the garage units. The garage owners, however, shall not be responsible for any damage done to the garage units or the floors thereof which is caused by the Association, its agents or contractors in the course of maintaining common facilities running under or through the garage units such as septic, sewer or utility lines serving the Common Elements of the Association and the cost of any such operations shall be the responsibility of the Association. Because of the location of the garage units on the land of the Association and their relationship to the Common Elements of the Association and to assist the garage owners in their responsibility with respect to the garage units, the Board of Directors shall set up a separate fiscal account and make assessments on either a monthly basis and/or special assessments from time to time as necessary to meet the foregoing costs and expenses attributable to the garage units to be payable as the Board of Directors shall determine in its sole discretion. Such assessments shall be subject to the terms and conditions of Article XVI and shall be enforceable pursuant to the terms and conditions of Article XVI. Garage units shall only be conveyed by a Unit Owner to the new Unit Owner that is purchasing its Unit, and the deed conveying the Unit shall include title to the garage unit on the same terms that the garage unit was conveyed to the original Unit Owner with a garage unit by the Developer. Garage unit owners may lease their garages only to other Unit Owners or lessees of a Unit during the term of a permitted lease and shall notify the Association in writing of the name of the Unit Owner or lessee leasing the garage unit at the time such lease is entered into. The Unit Owner leasing a garage as lessor shall remain responsible for the obligations of a garage unit owner under this paragraph. The garage unit owners shall not be responsible for expenses related to the storage area and the passageway and the roofs and floors thereof in the garage structure under this provision as they are Common Area and Facilities as provided in Article VI hereof."*

V. DESCRIPTION OF UNITS AND PERCENTAGE OF COMMON INTEREST:

Name of Building Unit Designation	Location	Type	Size	Percentage of Unit Ownership
The Anchorage - West: W-1	1st Floor	2 BR 1 1/2 B	960 sq. ft.	.03338
W-2	1st Floor	2 BR 1 1/2 B	978 sq. ft.	.03069
W-3	1st Floor	2 BR 1 1/2 B	978 sq. ft.	.03085



W-4	1st Floor	2 BR 1 1/2 B	960 sq. ft.	.03093
Name of Building Unit Designation	Location	Type	Size	Percentage of Unit Ownership
W-21	2nd Floor	2 BR 1 1/2 B	960 sq. ft.	.03352
W-22	2nd Floor	2 BR 1 1/2 B	963 sq. ft.	.02965
W-23	2nd Floor	2 BR 1 1/2 B	963 sq. ft.	.02740
W-24	2nd Floor	2 BR 1 1/2 B	960 sq. ft.	.03294
The Anchorage - South: S-1	1st Floor	2 BR 1 1/2 B	960 sq. ft.	.03352
S-2	1st Floor	2 BR 1 1/2 B	978 sq. ft.	.03023
S-3	1st Floor	2 BR 2 B	978 sq. ft.	.03324
S-4	1st Floor	2 BR 1 1/2 B	960 sq. ft.	.03398
S-21	2nd Floor	2 BR 2 B	960 sq. ft.	.03321
S-22	2nd Floor	2 BR 1 1/2 B	963 sq. ft.	.02750
S-23	2nd Floor	2 BR 1 1/2 B	963 sq. ft.	.02841
S-24	2nd Floor	2 BR 1 1/2 B	960 sq. ft.	.03397
The Anchorage - North: N-1	1st Floor	1 BR 1 B	713 sq. ft.	.02418
N-2	1st Floor	1 BR 1 B	713 sq. ft.	.02737
N-3	1st Floor	1 BR 1 B	713 sq. ft.	.02700
N-4	1st Floor	1 BR 1 B	713 sq. ft.	.02609
N-21	2nd Floor	1 BR 1 B	702 sq. ft.	.02381
N-22	2nd Floor	1 BR 1 B	702 sq. ft.	.02646
N-23	2nd Floor	1 BR 1 B	702 sq. ft.	.02609
N-24	2nd Floor	1 BR 1 B	702 sq. ft.	.02518

Name of Building Unit Designation	Location	Type	Size	Percentage of Unit Ownership
The Anchorage - East: E-1	1st Floor	2 BR 2 B	1,125 sq. ft.	.03668
E-2	1st Floor	2 BR 2 B	1,125 sq. ft.	.03593
E-3	1st Floor	2 BR 2 B	1,125 sq. ft.	.03730
E-4	1st Floor	2 BR 2 B	1,125 sq. ft.	.03730
E-21	2nd Floor	2 BR 2 B	1,117 sq. ft.	.03511
E-22	2nd Floor	2 BR 2 B	1,157 sq. ft.	.03511
E-23	2nd Floor	2 BR 2 B	1,117 sq. ft.	.03602
E-24	2nd Floor	2 BR 2 B	1,117 sq. ft.	.03695

VI. DESCRIPTION OF COMMON AREAS AND FACILITIES: Common areas and facilities shall include the entire site as shown on the site plan recorded herewith, including the ground under said buildings, the basements of all said buildings and attic areas of the residential buildings, entry ways and foyers shown on the plans filed herewith, as well as the area shown as storage on the garage plan and the passage way from the garage area to the residential building area.

VII: COMMON ELEMENTS USE: The common elements shall be used in accordance with and subject to the following provisions:

1. Covenants against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained or until *a Building is or the Buildings are* no longer tenantable, whichever first occurs. An exception to this clause in the event of casualty damage is set forth in Article XIV hereof.
2. *Rules and Regulations Promulgated by Association. No person shall use the Units, garage units and Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as may from time to time be promulgated by the Board of Directors. Without in any manner intending to limit the generality of the forgoing, the Board of Directors shall have the right, but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to Members of the Association and their respective guests. Rules and Regulations concerning the use of the Units, the garage units and the Common Elements may be promulgated or amended by a majority vote of all the Directors then serving, but a*



*majority vote of all the Members of the Association at a meeting may override the Board of Directors. The Board of Directors may by a majority vote assess a fine of ten dollars (\$10.00) per day against any Unit Owner for any and each violation of the Rules and Regulations, such fine or fines and any expenses, including any and all professional fees and legal costs, incurred by the Board in rectifying a violation as hereinafter provided to be collected as an assessment in accordance with the provisions of Article XVI hereof. Before said fine or fines may be imposed, the Board of Directors shall notify the Unit Owner that it is in violation of the Rules and Regulations describing the violations, and give 30 days for the Unit Owner to correct the violations. The Board of Directors may take such action as it deems appropriate to rectify a violation of the Rules and Regulations when such violation creates a hazardous condition, and any expense including any and all professional fees and legal costs incurred shall be paid for by the Unit Owner responsible for such violation and be enforced as a lien in accordance with Article XVI. It shall not be necessary to record the Rules and Regulations in the Barnstable County Registry of Deeds, but updated versions of the same shall be sent to the Unit Owners by the Board of Directors as appropriate.*

3. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained however shall be construed so as to preclude the Association from delegating to persons, firms, or corporations of its choice, such duties as may be imposed upon the Association by the terms of this subarticle VII (3) and as are approved by the Board of Directors of the Association.
4. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the common Elements shall be collected from Unit Owners as assessed, in accordance with the provisions contained elsewhere herein.
5. Subject to the Rules and Regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such a manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.
6. Alterations and Improvements. *The Association shall have the right to make or cause to be made such major alterations and improvements to the Common Elements such as a tennis court or swimming pool, which do not prejudice the right of any Unit Owner unless his written consent has been obtained, provided the making of such major alterations and improvements are first approved by the Board of Directors of the Association. But such major improvements shall be subject to the following provisions (a) and (b) of this section.*
  - (a) *If fifty percent (50%) or more but less than seventy-five percent (75%) of the Unit Owners agree to make a major improvement to the common areas and facilities, and assess the cost thereof, the cost of making such improvement shall be borne solely by the Owners so agreeing.*
  - (b) *Seventy-five percent (75%) or more of the Unit Owners may agree to make a major improvement to the common areas and facilities and assess the cost of the making thereof to all Unit Owners as a common expense, but if such major improvement shall cost in excess of ten percent (10%) of the then value of the condominium, any Unit*

*Owner not so agreeing may apply to the Superior Court of the County of Barnstable, on such notice to the organization of Unit Owners as the Court shall direct, for an order directing the purchase of his Unit by the organization of Unit Owners at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.*

*Ordinary alterations and improvements relating to the maintenance and repair of the Common Elements such as changes in building materials, adjustments of outdoor furnishings and patio areas, landscaping or parking areas occasioned in the ordinary business of the Condominium shall be the sole responsibility of the Board of Directors.*

7. Shares of Unit Owners. The Shares of the Unit Owners in the Common Elements shall be as stated in Article V and may be altered only by amendment hereof executed in form for recording by all of the Unit Owners and First Mortgagees of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.
8. The Share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him, and inseparable from Unit Ownership.

#### VIII. MAINTENANCE AND REPAIR OF UNITS:

1. By the Association. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of:
  - (a) All portions of the Unit which contribute to the support of the Building, excluding, however, interior wall, ceiling and floor surfaces, and including, without intending to limit the same to, outside walls of the Building, structural slabs, roof, interior boundary walls of Units and load-bearing columns;
  - (b) *All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the Units which may be contained in the Unit but excluding therefrom, appliances and plumbing fixtures, and interior wiring and plumbing within a Unit relating solely to such appliances and plumbing fixtures.*
  - (c) All incidental damage caused to a Unit by such work as may be done or caused to be done by the Association in accordance herewith;

FURTHER said Association shall:

- (d) Cause the building, appurtenances and grounds of the Condominium to be maintained according to reasonable acceptable standards, including, but not limited to, lawn care, exterior cleaning, exterior painting, plumbing, carpentry, and such other normal maintenance and repair work as may be necessary;



- (e) Make contracts for sewer, water, exterior lights, refuse collection, exterior electric service, vermin extermination, and other necessary services. Also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium.
- (f) Cause to be placed and kept in force necessary insurance needed adequately to protect the Association, its Members and Mortgagees holding mortgages covering Condominium parcels, as their respective interest may appear (or as required by law), including, but not limited to, public liability insurance, fire and extended coverage insurance, as is more particularly set forth in this Declaration of Condominium.

Funds for the payment of the above and foregoing shall be assessed against the Unit Owners as a Common Expense.

2. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

- (a) To maintain, repair and replace at his expense, all portions of the Unit except the portions of each to be maintained, repaired and replaced by the Association;
- (b) To perform his responsibilities in such manner so as not unreasonably to disturb the rights of other persons occupying the Building;
- (c) Not to paint or otherwise decorate or change the appearance of any portion of the Building not within the walls of the Unit, unless the written consent of the Association is obtained;
- (d) To promptly report to the Association or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is with the Association;
- (e) Not to make any alterations in the portions of the Unit or the Building which are to be maintained by the Association or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Building, without first obtaining the written consent of the Board of Directors of the Association and all First Mortgagees of individual Units, nor shall any Unit Owner impair any easement without first obtaining the written consents of the Association and of the Unit Owner or Owners for whose benefit such easement exists.

3. Nothing therein contained, however, shall be construed so as to impose a contractual liability upon the Association for maintenance, repair and replacement, but the Association's liability shall be limited to damages resulting from negligence.

#### IX. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

- 1. Real Property. Each Unit, together with the space within it as shown on the Architect's Plans and together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be

conveyed, transferred and encumbered in the same manner as any other parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Declaration.

2. Boundaries. Each Unit shall be bounded as to both horizontal and vertical boundaries as shown on the Architect's Plans, subject to such encroachments as are contained in the Building whether the same exist now or are created by construction, settlement or movement of the Building, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows:
  - (a) Floors: The upper surface of the subflooring.
  - (b) Ceilings: The plane of the lower surface of the ceiling joists.
  - (c) Interior Building Walls: The plane of the surface facing such Unit of the wall studs.
  - (d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; as to windows, the exterior surfaces of the glass and of the window frames, *but not the painting and maintenance of the exterior trim boards.*
3. Appurtenances. Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of a Unit Owner in the Property, which shall include but not be limited to:
  - (a) Common Elements: an undivided share of the Common Elements, such undivided share to be that portion set forth in Article V hereof;
  - (b) A license with or without monthly fees to maintain a private passenger automobile at and on a parking space in accordance with the Rules and Regulations of the Association;
  - (c) Easements for the benefit of the Unit;
  - (d) Association stockholdership and funds and assets held by the Association for the benefit of the Unit Owner;
  - (e) All such appurtenances, however, shall be and continue to be subject to the easements for the benefit of other Units;
  - (f) In addition to and not in derogation of the ownership of the space described on the Architect's Plans, an exclusive easement for the use of the space not owned by the Unit Owner and which is occupied by the Unit, which easement shall exist until the earlier of such time as this Declaration is terminated in accordance with the provisions herein elsewhere contained, or the building is no longer tenantable;



(g) The following easements from each Unit Owner to each other Unit Owner and to the Association:

- (i) Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.
- (ii) Maintenance, Repair and Replacement. Easements through the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements, and any plumbing, wiring, ductwork or the like serving any Unit and passing through other Units. Use of these easements, however, for access to the Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.
- (iii) Utilities. Easements through the Units and Common Elements for all facilities for the furnishing of utility services within the Building, which facilities shall include but not be limited to conduits, ducts, sewerage, plumbing and wiring; provided, however, that the easements for such facilities through a Unit shall be only substantially in accordance with the Plans and Specifications of the Building.
- (iv) Structural Support. Every portion of a Unit which contribute to the structural support of the Building shall be burdened with an easement of structural support for the benefit of the Common Elements.
- (v) Emergency Easements of Ingress and Egress. Easements whenever reasonably required for emergency ingress and egress. No Unit Owner shall install or allow to be installed any lock, security device or other thing which will or might impair such easements.

X. PURPOSE AND USE RESTRICTIONS: The Purpose of this Condominium is to provide for the operation of the buildings with the condominium form of ownership. In order to provide for a congenial occupation of the buildings and to provide for the protection of the values of the Units, the use of the Property shall be restricted to and be in accordance with the following provisions:

1. The Units shall be used for single family residences only, and Unit use shall be in accordance with all Town of Harwich Bylaws.
2. The Common Elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Unit Owners and their guests.
3. Nuisances. No nuisances shall be allowed upon the Property nor shall any use or practice be allowed which is a source of annoyance to occupants or which interferes with the peaceful possession and proper use of the Property by its residents and occupants.

4. Unlawful Use. No immoral, improper, offensive or unlawful use shall be made of the Property nor any part thereof and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The respective responsibilities of Unit Owners and the Association of complying with the requirements of governmental bodies which require maintenance, modification or repair of the Property shall be the same as hereinabove provided for the maintenance and repair of that portion of the Property subjected to such requirements.
5. Interpretation. In interpreting deeds, mortgages and plans, the existing physical boundaries of the Unit or of a Unit reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the metes and bounds expressed in the deed, mortgage or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or in the deed and those of the building.

*XI. CONVEYANCES: The sale and leasing of the Units shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained or until the Buildings are no longer tenantable, whichever first occurs.*

1. Sales. Unit Owners selling their Unit shall give written notice to the Board of Directors of their intention to sell, and when their Unit is under a purchase and sale agreement, they shall furnish the Board with a certified copy of said agreement within seven (7) days of the execution of the agreement. Upon the sale of a Unit, the Unit Owner purchasing such Unit shall within seven (7) days of the recording of the Deed to the Unit deliver to the Clerk of the Association a certified copy of the Deed for the records of the Association. Any deed changing the way title is held by a Unit Owner, such as a trust, shall be certified by the new title owner and delivered to the Clerk within 7 days of the recording thereof.
2. Leases. No Unit Owner shall enter into a tenancy at will covering any Unit in the condominium, nor will the Board of Directors of the Association approve any tenancy at will for a Unit or Units in the Condominium. Further, no Unit Owner shall agree to lease, nor lease, nor will the Board of Directors approve of any lease, the term of which is less than one (1) year. Before entering into a lease, the Unit Owner proposing to lease its Unit shall submit to the Board of Directors through the Clerk of the Association a Rental Application in the form authorized by the Board of Directors together with a copy of the proposed lease, which shall contain appropriate provisions requiring the lessee to observe the rules and regulations of the Condominium and to be subject to the pertinent provisions of the Condominium documents, protecting the lessors Rights and Remedies in the event of a default by the lessee. In the Application the Unit Owner shall state that it has received three(3) positive references regarding the proposed lessee. After approval of the Lease by the Board of Directors, the Unit Owner may lease its Unit pursuant to the approved Application and Lease. The Board of Directors shall approve or disapprove the transaction within thirty (30) days of the submission of the Application. If having entered into an approved lease of a Unit or Units in the condominium, the lessee or persons claiming under the lessee should fail to faithfully adhere to the covenants, terms and



*conditions of the lease, or the lease should be terminated or cancelled, the owner or owners of the Unit or Units which the lease covers shall be liable, in addition to any other penalties herein provided, to pay a surcharge of three hundred dollars (\$300.00) per month for each month of the term of the lease terminated or cancelled or for which a breach of the terms, covenants or condition of the lease remains un-remedied, and the surcharge shall be imposed by the Board of Directors by majority vote and such surcharge shall be subject to and enforceable pursuant to Article XVI; provided, however, the Board of Directors shall not impose the surcharge herein provided before the Board has given the affected Unit Owner or Owners written notice of the alleged termination, breach or cancellation, which notice shall specify wherein it is alleged that the lease has been breached, terminated or cancelled. Said notice shall be sent to the Unit Owner as it appears in the records of the Association and shall set a date for a hearing before the Board of Directors on the alleged violations hereof, which hearing shall take place not sooner than ten (10) days from the date of the mailing of said notice. The Unit Owner shall have the right to be present at the hearing before the Board of Directors and be represented by counsel and present witnesses and introduce evidence relative to the alleged violations specified in the notice.*

*It is the intent and purpose of this provision of the Master Deed to further and foster the well ordered residential use of the Units in the condominium and to provide for all Unit Owners a harmonious and peaceful atmosphere and, specifically, in furtherance of these goals, to prohibit summer rentals or leases of Units in the condominium since such summer rentals are in derogation of the residential nature of the condominium and constitute a quasi commercial use of the Units in the condominium by the owners thereof. Any Unit Owner applying to the Board of Directors for approval of a lessee and of a lease of a Unit shall furnish the Board of Directors with additional pertinent information requested about the proposed lessee, and if the Board of Directors approves the proposed lessee and the proposed lease, the Unit Owner will furnish the Board of Directors a copy of the lease as executed and, prior to executing said lease, shall deposit with the Board of Directors a one thousand dollar (\$1,000.00) cash security deposit to indemnify the Association for any damage or misuse of the common areas and facilities occasioned by a tenant under said lease, and the Board of Directors may apply all or a portion of said funds as may be required to immediately repair any damage which, after notice to the Unit Owner and tenant and after a hearing pursuant to said notice, the Board of Directors determines was done or caused by the tenant. If such damage or misuse of the common areas and facilities results in damages beyond the amount of said security deposit, the lessee and the Unit Owner shall be responsible to the Association for such excess damages. Such obligation for damages shall be subject to and be enforceable pursuant to Article XVI. If no damage or misuse of the common areas or facilities is occasioned by the lessee, then said cash security deposit will be returned, together with interest at bank rates, within thirty (30) days of the expiration of the term of said lease or actual tenant moves out, whichever is later.*

*This provision shall not be used to discriminate on the basis of race, religious creed, color, national origin, sex, sexual orientation (which shall not include persons whose sexual orientation involves minor children as the sex object), age, ancestry or marital status or because such person is a veteran or member of the armed forces or because such a person*



*is blind or hearing impaired or has any other handicap, in the terms, conditions or privileges of such accommodations or the acquisition thereof, or in the furnishing of facilities and services in connection therewith, or because such a person possesses a trained dog guide as a consequence of blindness or hearing impairment.*

*Any such lease shall be consistent with the Master Deed, Bylaws and Rules and Regulations of the Condominium Association and shall expressly provide that it may not be modified, amended, extended or assigned without the prior consent in writing of the Board of Directors and that the Board of Directors shall have the power to terminate such lease and/or bring summary proceedings to evict the tenant in the name of the landlord thereunder, in the event of default by the tenant in the performance of such lease. All fees and expenses incurred by the Association shall be reimbursed by said Unit Owner and shall constitute a lien and be enforceable as provided in Article XVI.*

**XII. ADMINISTRATION:** The administration of the Property, including but not limited to the acts required of the Association, shall be governed by the following provisions.

1. The Association shall be incorporated under the name, THE ANCHORAGE CONDOMINIUM ASSOC., INC., as a corporation under the laws of the Commonwealth of Massachusetts. Any other form of organization for the Association may be submitted after first obtaining the written approval of all of the Members thereof.
2. The Bylaws of the Association shall be in the form attached as Exhibit B until such are amended in the manner therein provided.
3. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the Bylaws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the Bylaws, the terms and provisions of this Declaration shall prevail and the Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or Bylaws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the Bylaws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this Declaration shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the Bylaws.
4. Notices or demands, for any purpose, shall be given by the Association to Unit Owners and by Unit Owners to the Association and other Unit Owners in the manner provided for notices to members of the Association by the Bylaws of the Association.
5. All funds and titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Unit Owners for the purposes herein stated.



6. All income received by the Association from the rental, leasing or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.
7. The Association, by and through its Board of Directors, is hereby vested with the power to delegate its powers, duties and authority granted by the Declaration, by entering into a management contract with such persons or organizations or corporations, and upon such conditions and terms as the Board of Directors may elect. The management costs and fees as may be contained in any management contract shall be common expenses.

### XIII. INSURANCE:

1. Basic Insurance. The Association shall obtain and maintain, all subject to the extent available and at a reasonable cost, master policies of insurance, bonds and endorsements thereto set out in this Article XIII of the following kinds, insuring the interests of the Association, the Board of Directors, all Unit Owners and their mortgagees as their interest may appear with the loss proceeds payable to the Association with the Board of Directors to act as Insurance Trustees for all of the Unit Owners collectively and their respective mortgagees as their interest may appear:

- (a) Hazard Insurance.

- (i) Master Policy for Condominium Projects. The Association shall maintain a "master" or "blanket" type of insurance policy, with premium paid as a Common Expense. Such policy shall cover all the Common Elements that are normally included in such coverage. Coverage shall include fixtures and buildings, service equipment and common personal property and supplies belonging to the Association.

Such policy shall also cover the following types of property contained within a Unit, regardless of ownership: (a) fixtures, improvements and alterations that are part of the building or structure and (b) appliances such as those used for refrigerating, ventilating, cooking, dishwashing, laundering, security or housekeeping, which were originally installed by the Developer or replacements thereof, but does not include personal property owned by, used by or in the care of control of a Unit Owner except the personal property listed in (b) above.

- (ii) Required Coverage. Such insurance referred to in section (i) above shall protect against at least the following:
    - loss or damage by fire and all other hazards that are normally covered by the standard extended coverage endorsement.
    - all other perils customarily covered for similar types of projects including those covered by the standard "all risk" endorsement.

- (iii) Amount of Insurance. Such insurance shall cover 100% of the current replacement cost of the property referred to in section (i) above. Coverage need not include land, foundations, excavations or other items usually excluded from insurance coverage.
- (iv) Deductible Amounts. Unless a higher maximum amount is required by state law or is required by prevailing industry market conditions, the maximum deductible clause shall be \$10,000.00 or 1% of the policy face amount, whichever is less or whatever is the standard for condominiums in the Cape Cod area.
- (v) Special Endorsements. The following endorsements to the master policy are required when they can be obtained at a reasonable cost:
  - Agreed Amount and Inflation Guard Endorsement
  - Construction Code Endorsements if there is a construction or building code provision that requires changes to undamaged portions of the buildings even when only part of the project is destroyed by an insured hazard.

In addition the policy shall provide that:

- any insurance trust shall be recognized;
  - the right of subrogation against Unit Owners will be waived;
  - the insurance will not be prejudiced by any acts or omissions by individual Unit Owners that are not under the control of the Association; and
  - the policy will be primary even if a Unit Owner has insurance that covers the same loss.
- (vi) Named Insured. Insurance policies for the Condominium shall name the Association and its Board of Directors as Insurance Trustees for the use and benefit of the individual Unit Owners as the named insureds. The “loss payable” clause shall show the Board of Directors as Insurance Trustees for each Unit Owner and the holder of each Unit’s Registered Mortgages. Such policy shall also contain the standard mortgage clause and shall name each Registered Mortgagee and its successors and assigns who hold a mortgage on a Unit in the Condominium.
  - (vii) Notices of Changes or Cancellations. Such insurance policy shall require the insurer to notify in writing the Association and each Registered Mortgage holder named in the mortgage clause at least thirty (30) days before it cancels or substantially changes the Condominium’s coverage.



(b) Flood Insurance. If any part of the Condominium is in a special flood hazard area that has federally mandated flood insurance requirements, the Association shall maintain a "master" or "blanket" policy of flood insurance and provide for the premiums to be paid as a common expense. The policy shall cover the buildings and any other property located within the designated hazard areas. The amount of flood insurance shall be at least equal to the lesser of:

- 100% of the current replacement cost of all buildings and other insurable property located in the flood hazard area; or
- the maximum coverage available for the property under the National Flood Insurance Program. Unless a higher maximum amount is required by state law or is required because of prevailing insurance industry market conditions, the maximum deductible clause under the flood insurance coverage shall be the lesser of \$5,000.00 or 1% of the policy face amount.

(c) Liability Insurance. The Association shall maintain a comprehensive general liability insurance policy covering all Common Elements, ways and any other areas that are under the supervision of the Board of Directors. The policy shall provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence and \$2,000,000.00 in the aggregate.

Such liability insurance shall provide coverage among other things for:

- bodily injury and property damage that results from the operation, maintenance or use of the Common Elements; and
- any legal liability that results from lawsuits related to employment contracts in which the Association or its agents are a party.

Such policy shall provide at least thirty (30) days written notice to the Association before the insurer can cancel or substantially modify it and for similar notice to be given to each Registered Mortgagee (as defined in Article XXII) on an individual Unit in the Condominium.

(d) Fidelity Bonds. The Association shall have blanket fidelity bonds or insurance for anyone who either handles or is responsible for funds held or administered by the Association whether or not they receive compensation for their services. An independent management entity that handles funds of the Association shall also be covered by its own fidelity bond or insurance.

Except for fidelity bonds or insurance that a management entity obtains for its personnel, all other bonds or insurance shall name the Association as an obligee and shall have their premiums paid as a common expense by the Association. The fidelity bond or insurance shall cover the maximum funds that will be in the custody of the Association or its management agent at any time while the bond or insurance is in

force. Provided, however, the fidelity bond or insurance coverage shall at least equal the sum of three (3) months assessments, excluding special assessments, plus the reserve funds. The bonds or insurance shall include a provision that calls for thirty (30) days written notice to the Association and to the holder of each Registered Mortgage on an individual Unit in the Condominium before the bond or insurance can be cancelled or substantially modified for any reason.

(e) Miscellaneous.

- (i) The Association shall maintain such supplemental or other insurance as may from time to time be required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation.
  - (ii) The Association shall also maintain Workmen's Compensation and Employers Liability Insurance with respect to any manager, agent or employee of the Association, but excluding any independent agent or manager who shall furnish to the Association a Certificate of Insurance indicating adequate coverage of such agent, or manager, it being understood and agreed that the Board of Directors may waive such requirement in its discretion.
  - (iii) The Association shall insure such other risks as the Board of Directors in their discretion deem it appropriate to insure.
  - (iv) The Board of Directors shall obtain hazard and liability insurance covering the 17 garages for the benefit of the garage owners and the Association and at the expense of the 17 garage owners on terms similar to those set forth above in this article relating to Common Elements and shall act as Insurance Trustee for such garage owners and apply the proceeds of such insurance for the repair and restoration of said garages in the event of a casualty covered by such hazard insurance. The liability insurance shall cover the Association and the Board of Directors with respect to their roles in connection with the garages, but shall not cover the Unit Owners who should carry their own liability insurance.
  - (v) As aforesaid, all such policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insureds, including all Registered Mortgagees (as defined in Article XXII) of record of Units and shall provide that recovery thereunder shall not be affected on account of the availability of proceeds under any policies obtained by individual Unit Owners covering their own Units.
- (f) Unit Owners Insurance. Unit Owners should carry insurance for their own benefit, insuring their personal liability as a Unit Owner, and as a garage unit owner if they own one, for personal property including any wall, ceiling or floor decorations or coverings, drapes, furniture, furnishing and equipment and other property not covered by the insurance maintained by the Association and for personal property in garage



units, provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any insurance carried by any Unit Owner.

#### XIV. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

1. In the event of any loss to the Common Elements, the Board of Directors shall determine in their reasonable discretion whether or not such loss exceeds ten percent (10%) of the value of the Condominium prior to the casualty and shall notify all the Unit Owners of such determination. If such loss, as so determined, does not exceed ten percent (10%) of such value, the Board of Directors, as Insurance Trustee, shall proceed with the necessary repairs, rebuilding or restoration using common funds, including proceeds of insurance, in a manner consistent with Section 17(a) of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. If such loss as so determined does exceed ten percent (10%) of such value, the Board of Directors shall forthwith submit to all Unit Owners:
  - (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the trustees to proceed with the necessary repairs, rebuilding or restoration; and
  - (b) a copy of the provisions of said Section 17 of said Chapter 183A; and the Board of Directors shall thereafter proceed in accordance with, and take such further action as they may in their discretion deem advisable in order to implement the provisions hereof and of Section 17(b) of said Chapter 183A.
2. Any such reconstruction or repair shall, if the Board of Directors deems it appropriate, be substantially in accordance with Plans and Specifications prepared by a licensed engineer or architect and approved by the Board of Directors, but in any case, substantially in conformance with the original Plans and Specifications as amended.
3. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with such original Plans and Specifications or as the building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the building stands.

#### XV. TAXES AND SPECIAL ASSESSMENTS:

1. The assessments of each of the Units for taxes and special assessments by governmental bodies may be done in the following manner:
  - (a) Determination of Value. The total value for the tax or assessment roll for the Property shall be determined without regard to the Units against which taxes and assessments are ultimately to be levied.

- (b) Allocation of Assessments to Units. The assessment for each Unit shall be *based on the Unit's respective percentage of common interest as set forth in Article V of the Assessment of the Property, as provided in (a) above, plus the value of a garage if the Unit Owner owns one.*
- (c) Certificate. Any Tax Assessor may rely upon a Certificate of the Association as to the *percentage of common interest* of each Unit and upon request or, whenever appropriate, the Association shall issue such Certificate.
2. During the period of time the taxes and special assessments upon the Property or any portion thereof are not assessed to Units as aforesaid, the taxes and assessments not separately assessed to Units shall be included in the budget of the Association and shall be paid by the Association. The Association shall assess each Unit Owner in accordance with the manner hereinabove set forth for allocation of taxes and special assessments by the Tax Assessors.
3. Return for Taxation. No Unit Owner shall make a return for taxation which is inconsistent in any manner with the provisions hereof and if any such return is made, it shall be void.

XVI. ASSESSMENTS: Assessment against the Unit Owners shall be made or approved by the Board of Directors of the Association and paid by the Unit Owners to the Association in accordance with the following provisions:

1. Share of Expenses: Common Expenses. Each Unit Owner shall be liable for his share of the Common Expenses, and any Common Surplus shall be owned by each Unit Owner in a like share.

#### SHARE OF EXPENSES

Unit Number	Percent	Unit Number	Percent	Unit Number	Percent
W-1	.03338	S-1	.03352	N-1	.02418
W-2	.03069	S-2	.03023	N-2	.02737
W-3	.03085	S-3	.03324	N-3	.02700
W-4	.03093	S-4	.03398	N-4	.02609
W-21	.03352	S-21	.03321	N-21	.02381
W-22	.02965	S-22	.02750	N-22	.02646
W-23	.02740	S-23	.02841	N-23	.02609
W-24	.03294	S-24	.03397	N-24	.02518



E-1	.03668	E-21	.03511		
E-2	.03593	E-22	.03511		
E-3	.03730	E-23	.03602		
E-4	.03730	E-24	.03695		

2. Assessments other than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the Assessment.
3. Assessments for Common Expenses. Assessments for Common Expenses shall be made for the *fiscal* year annually in advance on or before the *last* Monday in *June* of the *fiscal* year preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall be due and payable in twelve (12) equal consecutive monthly payments, on the first day of each month, beginning with *August* of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.
4. Other Assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.
5. Assessments for Emergencies. Assessments for Common Expenses for emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.
6. Assessments for Liens. All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Unit or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Units in accordance with the Shares of the Units concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

7. Assessment Roll. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by the Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Unit Owner's assessment account shall limit the liability of any person for whom made other than the Unit Owner when recorded in the Barnstable County Registry of Deeds. The Association shall issue such certificates in recordable form to such persons as a Unit Owner shall request in writing. *Such certificates shall be executed by the clerk or any other elected officer of the Association.*
8. Liability for Assessments. The Owners of a Unit and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. A Purchaser of a Unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessment coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale, *all subject, however, to the Association's right to a lien for assessments pursuant to Section 6 of Chapter 183A of the Massachusetts General Laws.* Such a purchaser as aforesaid shall be entitled to the benefit of all pre-paid assessments paid beyond the date such purchaser acquired title.
9. Lien for Assessments. The unpaid portion of an assessment which is due shall be secured by a lien upon the Unit and all appurtenances thereto and shall be enforced in the manner provided in Section Five and Five A of Chapter Two Hundred Fifty-four (254) of the General Laws of Massachusetts. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record, as to such portion of said Common Expenses as become due within six months prior to the commencement of an action to enforce such lien pursuant to said Section Five. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.
10. Application.
  - (a) Interest: Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of ten percent (10%) per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.
  - (b) Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in any event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time



of judgment or decree together with interest thereon at the rate of ten percent (10%) per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees.

XVII. COMPLIANCE AND DEFAULT: Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

1. Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, to an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief, may be sought by the Association or, if appropriate, by an aggrieved Unit Owner.
2. All Unit Owners shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect or carelessness or by that of any employees, invitees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies or rights of subrogation.
3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.
4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.
5. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

XVIII. AMENDMENT: Except for alterations in the Shares which cannot be done except with the consent of all Unit Owners whose Shares are being affected, and their mortgagees, the Condominium Documents may be amended in the following manner:

1. Master Deed Declaration of Condominium. Amendments to the Master Deed Declaration of Condominium shall be proposed and adopted as follows:

- (a) Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.
  - (b) Resolution. A Resolution adopting a proposed amendment may be proposed by either Board of Directors of the Association or by the Unit Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the others. Directors and Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy-five percent (75%) of the Directors and seventy-five percent (75%) of the Unit Owners.
  - (c) Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association, *of whom one is the President or a Vice President and the other is the Treasurer or an Assistant Treasurer*, as having been duly adopted and shall be effective when recorded in the Barnstable County Registry of Deeds. Copies of the same shall be sent to each Unit Owner in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.
2. Association: Articles of Incorporation and Bylaws. The Articles of Incorporation and the Bylaws of the Association shall be amended in the manner provided by such documents.

XIX. TERMINATION: The Condominium shall be terminated, if at all, in the following manner:

1. Seventy-five percent (75%) of the Unit Owners may remove all of the condominium or a portion thereof from the provisions of M.G.L.A. Chapter 183A by an instrument to that effect, duly recorded in the Barnstable County Registry of Deeds, provided that the holders of all liens upon any of the Units affected consent thereto by instruments duly recorded. The termination shall become effective when such agreement has been recorded in the Barnstable County Registry of Deeds.
2. Destruction. If it is determined in the manner elsewhere provided that the property shall not be reconstructed after casualty, this condominium, including all Units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an Order to Sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of M.G.L.A. Chapter 183A and terminated.
3. Shares of Unit Owners after Termination. After termination as provided in Section 1 of this Article, the condominium, including all the Units, or the portion thereof thus removed, shall be owned in common by the Unit Owners and the organization of Unit Owners shall be dissolved unless it is otherwise provided in the removal instrument. The undivided



interest in the property owned in common held by each Unit Owner shall be equal to the percentage of the undivided interest of such owner in the common areas and facilities. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Unit Owners and their first mortgagees in proportion to the amount of the assessments paid by each Unit Owner. The costs incurred by the Association in connection with a termination shall be a Common Expense.

4. The removal of the condominium from the provisions of M.G.L.A. Chapter 183A shall not bar the subsequent resubmission of the land and buildings involved to the provisions of said Chapter.

XX. COVENANTS RUNNING WITH THE LAND: All provisions of the Condominium Documents shall be construed to be covenants running with the land and with every part thereof and interest therein including but not limited to every Unit and the appurtenances thereto; and every Unit Owner and claimant of the Property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the Condominium Documents.

XXI. JUDICIAL SALES AND OTHER TRANSFERS OF TITLE:

1. Unauthorized Transactions. Any lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Association.
2. In the event proceedings are instituted to foreclose any mortgage on any Unit, the Association on behalf of one or more Unit Owners, shall have the right to redeem from the mortgagee for the amount due thereon or to purchase such Unit at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the Property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person claiming by, through or under such mortgagor. *Any Mortgagee* shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the Commonwealth of Massachusetts and to bid upon said Unit at the foreclosure sale, provided said *Mortgagee* owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the date of the foreclosure sale during which thirty (30) days the Association shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such foreclosure sale or taking title in lieu of foreclosure sale, may acquire such Unit and occupy



the same and let, relet, sell and resell the same without complying with any restriction limiting the occupation of said Unit to persons approved by the Association. If the Association or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

## XXII. UNIT MORTGAGES:

1. Any Unit Owner may without the prior written approval of the Board of Directors mortgage his Unit and related garage Unit, if it has one, to any person, firm or entity. A Unit Owner who mortgages his Unit and related garage Unit, if it has one, shall notify the Board of Directors of the name and address of his mortgagee (herein a "Registered Mortgagee"). The Board of Directors shall maintain such information in a book entitled "Mortgages of Units." The failure of a Unit Owner to so notify the Board of Directors or to file a conformed copy with them, shall not invalidate the mortgage, or any of its provisions, or the rights of any holder of such mortgage. The Board of Directors, whenever so requested by a Registered Mortgagee of a Unit, shall promptly report any then unpaid common charges due from, or any other default by, the Unit Owner of the Mortgaged Unit. In addition, the Board of Directors shall give prompt written notice to the holder of a Registered Mortgage of record of any default in the performance by the Unit Owner of the mortgaged Unit of any obligations under this Master Deed, the Bylaws or the Rules and Regulations which is not cured within sixty (60) days of its due or performance date. The Board of Directors when giving notice to a Unit Owner of a default in paying assessments or other default shall send a copy of such notice to each Registered Mortgagee of the subject Unit or related garage Unit. Each Registered Mortgagee of a Unit shall be permitted to examine the books of account and records of the Association and the books of account of any managing agent or manager relating to the Association at reasonable times on business days, and upon request, the Treasurer shall furnish each Registered Mortgagee with annual reports of the Association and other financial data as a Registered Mortgagee may reasonably request.
2. If a Registered Mortgagee gives written notice to the Board of Directors that there is a default in a mortgage on a Unit or related garage Unit held by it, or if a Registered Mortgagee gives written notice to the Board of Directors of an agreement or covenant by a Unit Owner that said Registered Mortgagee is to be the proxy of said Unit Owner, then such Registered Mortgagee shall be recognized as the proxy of the Unit Owner of such Unit for all matters concerning the Association until the Registered Mortgagee revokes the same by written notice to the Board of Directors, or such Registered Mortgagee is discharged of record; provided, however, that if such Registered Mortgagee is not represented at a meeting of the Unit Owners, then the Unit Owner may, notwithstanding the foregoing, cast the vote attributable to his Unit. If two or more Registered Mortgagees of the same Unit give notice or seek to exercise rights hereunder, the Registered Mortgagee who in the good faith determination of the Board of Directors holds the senior lien upon the Unit shall have the rights granted in this section.



3. Any failure of the Board of Directors to give notice or other information hereunder shall not result in any liability on behalf of the Board of Directors, the Officers or the Association.

XXIII. PROVISION FOR THE PROTECTION OF MORTGAGEES: Notwithstanding anything in this Master Deed - Declaration of Condominium and the Bylaws to the contrary, and subject to any greater requirements of M.G.L. C. 183A, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by the First Mortgagees:

1. In the event that the Unit Owners shall amend this Master Deed - Declaration of Condominium to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of the First Mortgagee to:
  - (a) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (b) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or
  - (c) sell or lease a Unit acquired by the First Mortgagee through the procedures described in subparagraphs (a) and (b) above.
2. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed - Declaration of Condominium or the Bylaws.
3. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee except as provided by M.G.L. C. 183A, § 6.
4. A sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish any lien for assessments which become payable prior to such sale or transfer except as provided by M.G.L. C. 183A, § 6.
5. The Unit Owners and the Directors shall not be entitled to take the following actions unless the First Mortgagees with respect to all of the Units have given their prior written consent thereto:
  - (a) by any act or omission, seek to abandon or terminate the Condominium, except in the event of substantial destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or
  - (b) change the pro-rata interest or obligations of any individual Unit for the purpose of:
    - (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards; or (ii) determining the pro-rata share of ownership of each Unit in the Common Areas and Facilities; or

- (c) partition or subdivide any Unit; or
  - (d) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Areas and Facilities, provided that the granting of easements for public purposes consistent with the intended use of the Common Areas and Facilities shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or
  - (e) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities for other than repair, replacement or reconstruction thereof, except as otherwise provided in Article XIV of the Master Deed - Declaration of Condominium, which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
6. Consistent with the provision of Chapter 183A, all taxes, assessments, and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole.
7. In no event shall any provision of this Master Deed - Declaration of Condominium or the Bylaws give a Unit Owner or any party priority over any rights of the First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Elements.
8. A First Mortgagee, upon written request made to the Directors of the Condominium Association shall be entitled to:
- (a) written notification from the Board of Directors of the Condominium Association of any default by its borrower who is an Owner of a Unit with respect to any obligation of such borrower under the Master Deed - Declaration of Condominium the provisions of the Bylaws and the Rules and Regulations which is not cured within sixty (60) days;
  - (b) inspect all books and records of the Condominium Association at all reasonable times;
  - (c) receive an audited annual financial statement of the Condominium Association within ninety (90) days following the end of any fiscal year of the Condominium Association;
  - (d) receive written notice of all meetings of the Condominium Association and be permitted to designate a representative to attend all such meetings;
  - (e) receive prompt written notification from the Board of Directors of the Condominium Association of any damage by fire or casualty to the Unit upon which the First Mortgagee holds a First Mortgage or any proposed taking by condemnation or eminent domain of such Unit or the Common Areas and Facilities; and



- (f) receive timely written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Condominium Association.
9. No agreement for professional management of the Condominium or any other contract with the Association may exceed a term of three (3) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or less written notice.

The provisions of this Article XXIII may not be amended or rescinded without the consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such instrument is duly recorded with the Barnstable County Registry of Deeds.

XXIV. SEVERABILITY: If any term, covenant, provision, phase or other element of the Condominium Documents is held to be invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever any other term, provision, covenant or element of the Condominium Documents.

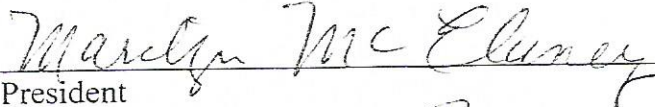
XXV. UNIT DEEDS: Any transfer of a Unit shall include all appurtenances thereto whether or not specifically described, including the interest of the Unit Owner in the shares of the Association.

XXVI. CAPTIONS: Captions used in the Condominium Documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the Condominium Documents.

XXVII. GENDER, SINGULAR, PLURAL: Whenever the context so permits, the use of the plural shall include the singular, the plural and any gender shall be deemed to include all genders.

XXVIII. SEVERABILITY: If any provision of this Declaration, or any section, sentence, clause, phrase or word, or the application thereof in any circumstances be judicially held in conflict with the laws of the Commonwealth of Massachusetts, then the said laws shall be deemed controlling and the validity of the remainder of this Declaration and the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

We the undersigned hereby certify that the foregoing is a true record of the Amendments to the Master Deed - Declaration of Condominium of the Anchorage Condominium Assoc., Inc., voted at said joint meeting of the Members and Directors of the Association, by a vote of seventy-five (75%) of the Members and seventy-five (75%) of the Directors of the Association.

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Treasurer

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Dated: 9-26-09

On this 26<sup>th</sup> day of Sept., 2009, before me, the undersigned Notary Public, personally appeared the above-named Marilyn McLaney President and William Hoskins, Treasurer, who proved to me through satisfactory evidence of identification, which were Massachusetts drivers' licenses, to be the persons whose names are signed on the preceding document in my presence, and acknowledged the foregoing instrument to be their free act and deed and the free act and deed on behalf of said Anchorage Condominium Assoc., Inc.



Jeanne M. Worley

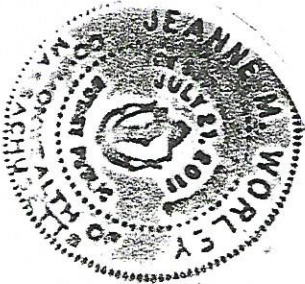
Notary Public

My Commission Expires:



JEANNE M. WORLEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 21, 2011

I, Doris Allen, Clerk of the Anchorage Condominium Assoc., Inc., hereby certify that the above named Marilyn McLaney and William Hoskins are respectively the President and Treasurer of said Anchorage Condominium Assoc., Inc. and as such are duly authorized to execute this instrument of Amendment in accordance with the provisions of the Master Deed - Declaration of Condominium Article XVIII - 1, as amended.



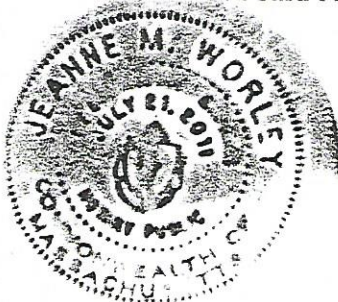
M. Doris Allen  
M Doris Allen  
Clerk of the Anchorage Condominium Assoc., Inc.

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

Dated: 9-26-09

On this 26<sup>th</sup> day of Sept., 2009, before me, the undersigned Notary Public, personally appeared the above-named Doris Allen, Clerk of the Anchorage Condominium Assoc., Inc., who proved to me through satisfactory evidence of identification, which was a Massachusetts driver's license, to be the person whose name is signed on the preceding document in my presence, and acknowledged the foregoing instrument to be her free act and deed and the free act and deed on behalf of said Anchorage Condominium Assoc., Inc.



Jeanne M. Worley

Notary Public

My Commission Expires:



JEANNE M. WORLEY  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 21, 2011