

MASTER DEED OF
OCEAN PINES II CONDOMINIUM

Ocean Dunes LLC, a duly organized Massachusetts Limited Liability Company (hereinafter the "Declarant"), being the sole owner of the land in Bourne, Barnstable County, Massachusetts, described in Exhibit A attached hereto and incorporated herein by reference, by duly executing and recording this Master Deed, do hereby submit said land together with the building and improvements thereon to the provisions of Chapter 183A of the General Laws of Massachusetts, as amended, (hereinafter "Chapter 183A") and propose to create and hereby do create with respect to said premises, a condominium (hereinafter the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. **Name.** The name of the Condominium shall be **OCEAN PINES II CONDOMINIUM**
2. **Description of the Land.** The Condominium is planned to be developed as a phased condominium. The Premises which comprise the Condominium include the land (hereinafter the "Land") together with the buildings and improvements thereon, located at Lot 61 Wildwood Lane in Bourne, Barnstable County, Massachusetts, and being more particularly bounded and described in Exhibit A attached hereto and incorporated herein by reference (hereinafter the "Premises").
3. **Description of the Buildings.** Phase I of the Condominium consists of Four (4) units in two buildings (hereinafter the "Buildings") on the Land as hereinafter described. The Buildings consists of three stories with a basement below and is a wood frame construction with a concrete foundation. The roofs of the Buildings are asphalt shingled and the Buildings are faced with clapboard.
4. **Designation of the Units and Their Boundaries.**
 - (a) As currently permitted, the Condominium, if fully constructed will consist of sixteen (16) units in eight (8) buildings. The four (4) Units in this Phase I are in two buildings as shown on the Site Plan. The designation, locations, approximate areas, numbers of rooms, immediate accessible common areas and other specifications of each Unit are shown on the Site Plan described in Exhibit A attached hereto and a floor plan described in Exhibit C attached hereto.

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The Condominium Units' designations, locations, approximate areas, number of rooms, immediate accessible common areas and other specifications of each Unit are also set forth in Exhibit B attached hereto and incorporated herein by reference. The percentage interest of the respective Units in the common areas and facilities is set forth in Exhibit D attached hereto.

- (b) If and when the Declarant adds additional phases to the Condominium pursuant to the reserved rights under Paragraph 13 hereof, it shall amend Exhibit B attached hereto to describe the Units being thereby added to the Condominium and shall set forth in said amended Exhibit B any variations with respect to the boundaries of a Unit or Units in such phases from those boundaries described in Paragraph 5 hereof. Also, with any amendment to this Master Deed adding additional Units to the Condominium, the Declarant shall record new site and floor plans showing the buildings and units forming part thereof.
- (c) The boundaries of each of the Units with respect to the floors, ceilings, walls, doors and windows thereof are as follows:
 - (i) Floors: The plane of the upper surface of the basement concrete.
 - (ii) Ceilings: The plane of the lower surface of the roof rafters
 - (iii) Exterior Walls: The plane of the interior surface of the walls facing the interior of the Unit.
 - (iv) Doors and Windows: As to doors, the exterior surface thereof, and as to windows, the exterior surface of the glass, sash and window frames. All storm and screen windows and doors, whether interior or exterior, shall be the property of the owner of the Unit to which they are attached or attachable and shall be installed, maintained, repaired and replaced at the sole expense of such Unit Owner.
- (d) Each Unit includes the ownership of all utility installations, heating, plumbing, electrical and other apparatus and equipment which exclusively serve the Unit, whether located within or outside that unit. To the extent that such lines, apparatus or equipment are located in the other unit or the Common Areas, an easement shall exist appurtenant to the Unit owning such lines, apparatus or equipment for the maintenance, repair and replacement of same, together with an easement of access thereto.
- (e) Except as hereinbefore otherwise provided, the owner of each Unit shall have the right, appurtenant to his Unit, to use, in common with the Owner of the other Unit served thereby, all utility lines and other common facilities located in the other Unit or in the Common areas described in Paragraph (5) hereof, and serving that Unit. Nothing herein shall otherwise be construed to limit the right of any Owner of a Unit to use other Common Areas and Facilities in accordance with the intended purpose thereof.
- (f) The Trustees of the Condominium Trust (hereinafter defined) or their agents shall have a right of entry to each Unit from time to time during reasonable hours for the maintenance, repair or replacement of any of the Common Areas and Facilities therein or accessible therefrom or for making emergency repairs therein necessary to prevent damage to the Common Areas and Facilities or to the other Units.

5. **Common Areas and Facilities:** Except for the Units the entire Premises, including without limitation, all parts of the Building and improvements thereon, shall constitute the Common Areas and Facilities of the Condominium. The Common Areas and Facilities specifically include, without limitation, the following:
- (a) The land described in Exhibit A attached hereto, together with the benefit of and subject to all rights, easements, restrictions and agreements of record, insofar as the same may be in force and applicable, subject to the right and easement of the Declarant to construct and add the building and units and parking spaces constituting additional Phases as described in Paragraph (13) herein and in conjunction therewith to grant mortgages on all or part of the rights and easements reserved to the Declarant in this Master Deed and on all or part of the building and units and parking spaces constituting additional phases, including the rights and easements hereunder reserved, and hereafter to submit additional phases by amendment to this Master Deed as provided hereunder and until such amendments are recorded by the Declarant submitting any of said building and units and parking spaces in any additional phases, the buildings and units and parking spaces will remain the property of the Declarant and shall not constitute part of the Condominium;
 - (b) The foundation, structural columns, girders, beams, supports, perimeter walls, walls between the Units, roofs, basement floor slab, outdoor decks, exterior window and door frames, driveways, walks and exterior steps;
 - (c) All conduits, ducts, pipes, wires and other installations or facilities for the furnishing of utility services or waste removal, including without limitation, water, sewerage, gas, drainage pipes, septic tanks, sprinkler system, electricity, cable television and telephone services, which are not located within any Unit or which, although located within a Unit serve other Units, whether alone or in common with such Unit; as to sewage disposal systems and utility conduits, pipes and wires, the right and easement to use the same shall be included as part of the Common Areas and Facilities; as to the main sprinkler shut off valve located with Unit 5, the right and easement to use the same shall be included as part of the Common Areas and Facilities including the right to access said main sprinkler shut off valve for emergency purposes;
 - (d) In general any and all apparatus, equipment and installations existing for common use;
 - (e) Such additional Common Areas and Facilities as may be defined in Chapter 183A.
 - (f) Limited Common Areas and Facilities. The Owners of each Unit shall have the exclusive use of the following portions of the Common Areas and Facilities (hereinafter Limited Common Areas or "LCAF"), as appurtenant to such Unit:
 - (i) The decks, steps and patios immediately adjacent to and serving such Unit only.
 - (ii) The parking spaces designated for each Unit on the Site Plan described in Exhibit A.
 - (iii) The steps, walkways and driveways leading to such Unit only.

- (iv) Any heating and/or cooling unit, if located in the Common Areas adjacent to a Unit and exclusively serving such Unit, is restricted in use to the Unit Owner of such Unit and shall be maintained and repaired by such Unit Owner at their sole cost and expense.

The Limited Common Areas and Facilities are subject, however, to the rights of the other Unit Owners and the Trustees of the Condominium Trust to have access to any common facilities.

The Declarant reserves the right pursuant to Paragraph 13 hereof to assign the exclusive use of certain of the Common Areas and Facilities to such additional Units as may be added to the Condominium as part of future phase(s). Such assignments of Limited Common Areas may vary from the Limited Common Areas and Facilities assigned and described in this Paragraph 5, and if such variation shall occur, they shall be specified in the amendments to this Master Deed adding such future phase(s).

- (g) Each Unit Owner may use the Common Areas and Facilities in accordance with their intended purposes without being deemed thereby to be hindering or encroaching upon the lawful rights of the other Unit Owner.

6. Percentage Interest in Common Areas and Facilities:

- (a) The Owner of each Unit shall be entitled to an undivided interest in the common areas and facilities of the Condominium in the percentages set forth in the attached Exhibit D. The percentage ownership interest of each unit in the Common Areas and Facilities has been determined upon the basis of the approximate relation that the fair market value of each Unit on the date of this Master Deed bears to the then aggregate fair value of all the Units.
- (b) With respect to Units that will be added to the Condominium upon the addition of additional phases, the interest of each Unit in the common areas and facilities (and therefore the responsibility of the owner of each Unit for assessments and the vote appurtenant to each Unit) will be calculated on the basis of the approximate relation that fair value of the Unit on the date of this Master Deed, and as to all additional phases, the date of the amendment adding such phase, bears to the aggregate fair value of all the Units. The effective date for the change in the interest in the common areas and facilities appurtenant to each Unit, by reason of an additional of phase, is the date of recordation in the Registry of Deeds, of the amendment to this Master Deed adding such phase.

Except as herein reserved by the Declarant for the development of additional phases, and except as otherwise reserved by the Declarant in this Master Deed, no part of the Common Areas and Facilities, including but not limited to the parking spaces and driveways, shall be used for parking or storing of trucks or other commercial or recreational vehicles, boats, campers, or trailers, or other items or goods, except noncommercial, duly registered operable automobiles belonging to the Unit Owners and guests. No part of the outside areas shall be used for repairing or maintaining of any vehicle.

- 7. **Floor Plans:** The floor plans ("Floor Plans") of the Building and the Units therein showing the layout of the Building and the name of the Condominium, and depicting the

Unit numbers, layout, location, and dimensions, main entrance and immediate common areas to which each Unit has access, all "as built," and bearing the verified statement of a registered architect, certifying that the Floor Plans, taken together, fully and accurately depict the layout, location, Unit numbers, and dimensions of the Units as built are recorded with and made a part of this Master Deed as described in Exhibit C attached hereto..

8. **Purpose and Restrictions on Use:** The Condominium is to be used solely for single family residential purposes and uses strictly incidental thereto, and shall be subject to the following restrictions:
- (a) No business activities of any nature shall be conducted in any Unit except for home professional pursuits without regular visits by the public.
 - (b) The architectural integrity of the Building shall be preserved without modification and to that end, without limiting the generality of the foregoing, no balcony, enclosure, awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to the Building, and no painting or other decorating shall be done on any exterior part of surface of the Building, unless the same shall have been approved by all of the Condominium Trustees. Notwithstanding any of the provisions of this Section 8(b) to the contrary, the exterior and roof of the building must be maintained in the same color and texture.
 - (c) All use and maintenance of Units and the Common Areas and Facilities shall be conducted in a manner consistent with the comfort and convenience of the occupants of all the Units of the Condominium. No Unit Owner may use or maintain his Unit in any manner or condition which will impair the value or interfere with the beneficial enjoyment of the other Units.
 - (d) No Unit or any part of the Common Areas and Facilities shall be used or maintained in a manner contrary to or inconsistent with the provisions of this Master Deed, the Condominium Trust and the By-Laws and the Rules and Regulations of the Condominium adopted pursuant to said By-Laws.
 - (e) No Owner or occupant of a Unit shall do, or suffer or permit to be done, anything in any Unit which would impair the soundness or safety of the Building or any of the Units therein, or commit or permit any violation of the insurance policies taken out by the Condominium Trustees, or do or permit anything to be done, or keep or permit anything to be kept, or permit any condition to exist which would result in an increase in the insurance rate or premium unless, in the case of such increase, the Unit Owner responsible for such increase, or the Unit Owner whose tenant or occupant is responsible for such increase, shall pay the same. The amount of such increased rate or premium which shall be due the Trustees may without prejudice to any other remedy of said Trustees be enforced by assessing the same to the particular Unit and its Owner in accordance with the By-Laws.

- (f) No Owner or occupant of a Unit shall do, suffer, or permit to be done anything in any Unit or the Common Areas and Facilities which would be noxious or offensive or which would interfere with the peaceful possession and proper use of the other Unit.
- (g) No alteration, addition or change to any part of the Common Areas and Facilities may be made and no structure or other improvement (including landscaping) may be built or placed on any portion of the Common Areas and Facilities or Limited Common Areas and Facilities without the written consent of the Condominium Trustees. The provisions of this paragraph shall not apply to the Declarant.
- (h) No Unit Owner shall make any structural addition, alteration or improvement (of either a temporary or permanent nature) in or their Units or any Limited Common Areas and Facilities, without the prior written approval of the Condominium Trustees. The Condominium Trustees shall have the obligation to answer any written request by a Unit Owner for approval of a proposed structural addition, alteration or improvement in such Unit Owner's home within sixty (60) days after such request is received and failure to do so within the stipulated time shall constitute an approval by the Condominium Trustees of the proposed addition, alteration or improvement. No Unit Owner shall make any structural addition, alteration or improvement in or to any Unit or Limited Common Area or Facility without first (1) obtaining and maintaining during the course of such work such insurance as the Condominium Trustees may reasonable prescribe and providing the Condominium Trustees with a certificate of insurance prior to the commencement of the work, (2) executing and delivering to the Condominium Trustees an agreement, in form and substance reasonable satisfactory to the Condominium Trustees, setting forth the reasonable terms and conditions under which such alteration, addition or improvement may be made, including, without limitation, the days and hours during which any such work may be done and (3) executing and delivering to the Condominium Trustees an agreement indemnifying and holding harmless the Condominium Trustees, its members and officers, and all Unit Owners of the Condominium from and against any liability, cost or expense arising out of or connected to such work. In the event the Condominium Trustees choose to have the proposed addition, alteration or improvement reviewed by an independent architect or engineer, the Unit Owner shall pay the charges of such architect or engineer. The Unit Owner shall also bear the cost of any increased taxes or insurance premiums resulting from the alterations, additions or improvements.

Any application to any department of the Town of Bourne or any other governmental authority for a permit to make an addition, alteration or improvement in or to any Unit shall be completed by the Unit Owner and executed by the Condominium Trustees only, without however, incurring any liability on the part of the Condominium Trustees or any of them to any contractor, subcontractor or material men on account of such addition, alteration or improvement or to any person having any claim for injury to person or damage to property arising therefrom.

These provisions shall not apply to Units owned by the Declarant or its designee until such Units shall have been initially conveyed by the Declarant or such designee.

- (i) Any interior alterations or improvements made to a Unit shall be made in accordance with all applicable rules, regulations, permits and zoning ordinances of any governmental agencies having jurisdiction thereof.
- (j) No building, deck, patio, fence, sign, statuary, wall or other structure, or change or alteration to the exterior of any Unit or color of any Unit or in the landscaping shall be commenced, erected, replaced, repaired or maintained, nor shall any exterior addition to, or change or alteration thereto, be made unless the Unit Owner complies with requirements of the Design Review provisions contained in the By-Laws. This provision shall not apply to any of the foregoing that were originally installed or constructed by Declarant except for subsequent changes, alterations or additions contemplated by the Unit Owner.
- (k) No Unit Owner may alter the landscaping, grading or fill any wetlands located within the Common Area and Facilities, except and to the extent such Unit Owner applies for and receives written authorization to do so from the Condominium Trustees.
- (l) Leasing Restrictions: All leases and rental agreements for Units shall be in writing and of a minimum of six months. Unit Owners are required to provide the Condominium Trustees with a copy of the lease, and to otherwise comply with the rules and regulations regarding Tenants as set forth in the By-Laws.
- (m) No flammable, combustible or explosive fluid, material, chemical, or substance (except such lighting and cleaning fluids as are customary for residential use) may be stored in any Unit.

Said restrictions shall be for the benefit of each of the Unit Owners and the Condominium Trustees, and shall be enforceable by each Unit Owner and also by the Condominium Trustees. Also, insofar as permitted by law, such restrictions shall be perpetual, and, to that end, they may be extended at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No Unit Owner shall be liable for any breach of the provisions of this Paragraph, except as occur during his or her ownership of a Unit.

9. **The Unit Owners' Organization:** The organization through which the Unit Owners will manage and regulate the Condominium established hereby is the Ocean Pines II Condominium Trust (hereinabove and hereinafter referred to as "Condominium Trust") under a Declaration of Trust of even date filed herewith. Each Unit Owner shall have an interest in the Condominium Trust in proportion to the percentage of undivided interest in the Common Areas and Facilities to which his Unit is entitled hereunder. The name and address of the original and present Trustees as of the date hereof of the Condominium Trust (hereinabove and hereinafter the "Condominium Trustee(s)") are as follows:

OPCA 2 LLC, a duly organized Massachusetts Limited Liability Company, with a mailing of 498 Newtown Road, Littleton, MA 01460.

The Condominium Trustee has enacted By-Laws, as provided for in the Condominium Trust, pursuant to and in accordance with the provisions of Chapter 183A.

10. **Easement and Encroachment:** If any portion of the Common Areas and Facilities now encroach upon any Unit or if any Unit now encroaches upon any other Unit or upon any portion of the Common Areas and Facilities or if any such encroachment shall occur hereafter as a result of (a) settling of the Building, or (b) alteration or repair to the Common Areas and Facilities made by or with the consent of the Condominium Trustees, or (c) as a result of repair or restoration of the Building or any Unit after damage by fire or other casualty, or (d) as a result of condemnation or eminent domain proceedings, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Building stands.
11. **Units Subject to Master Deed, Unit Deed and Condominium Trust:** All present and future owners, tenants, visitors, servants and occupants of Units shall be subject to and shall comply with the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time, and the items affecting title to the Land as set forth in Exhibit A. The acceptance of a deed or conveyance of a Unit or the entering into occupancy of any Unit shall constitute an agreement that the provisions of this Master Deed, the Unit Deed, the Condominium Trust and the By-Laws, as they may be amended from time to time and the said items affecting title to the Land, are accepted and ratified by such owner, tenant, visitor, servant or occupant and all of such provisions shall be deemed and taken to be covenants running with the land and shall bind any person having at any time any interest or estate in such Unit as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof.
12. **Amendment of Master Deed:** This Master Deed may be amended by an instrument in writing signed by the Unit Owners entitled to not less than seventy-five percent (75%) of the undivided interest in the Common Areas and Facilities and duly filed with the Barnstable County Registry of Deeds, provided that:
 - (a) No instrument of amendment which alters the dimensions of any Unit or alters the percentage of the undivided interest to which any Unit is entitled in the Common Areas and Facilities shall be of any force or effect unless the same has been assented to by the mortgagees of record of the Units affected; and
 - (b) No amendment to this Master Deed which would render it contrary to or inconsistent with any requirement or provisions of Chapter 183A shall be of any force and effect.
13. **Declarant's Reserved Right to Construct and Add Phases and Units:** The Condominium presently is comprised of four (4) units in two (2) building all as more particularly described in Exhibit B hereof and known as Phase I. Without intending

hereby to limit or affect the rights reserved to the Declarant and its successors in title as hereinafter set forth, the Declarant contemplates the expansion of the condominium by the addition of land and buildings and units to Condominium in multiple successive phases, with each such expansion being comprised of condominium units.

As currently permitted, the maximum number of Units in the Condominium, if all allowable buildings and units are added is sixteen (16) units. Notwithstanding any of the provisions herein or of Chapter 183A, the Declarant reserves and shall have the right, without the consent of any Unit Owner or Mortgagee, to amend this Master Deed so as to include additional phases and units, pursuant to and in accordance with the provisions of this Master Deed. The Declarant shall be under no obligation to proceed beyond those units contained in the Master Deed; nevertheless, should the Declarant choose to proceed to expand the condominium land and/or number of units in the Condominium, the following provisions shall define the Declarant's reserved rights.

- (a) The Declarant's reserved rights to amend this Master Deed to add new Units to the Condominium as part of future expansion shall expire ten (10) years after the date of the recording of this Master Deed, unless the Declarant shall record with the Registry of Deeds a statement specifically relinquishing its rights to amend this Master Deed to add new Land and Units to the Condominium.
- (b) Each expansion Phase following the Master Deed shall consist of the addition one or more buildings. Each building will contain at least one unit and shall be described in Exhibit B.
- (c) The Declarant reserves the right to change the type of construction, size, layout, architectural design and principal construction materials of future buildings and the Units therein which are to be added to the Condominium as part of future phases, provided, however, that any future buildings and the Units therein shall be consistent with the quality of construction of buildings and Units described in this Master Deed.
- (d) The Declarant reserves the right to designate certain portions of the Common Areas and Facilities as Limited Common Areas and Facilities for the exclusive use of the Units to be added to the Condominium as part of future phases. As hereinafter described, each amendment to this Master Deed adding additional phases shall specify the Limited Common Areas and Facilities appurtenant to the Units in such phases if such Limited Common Areas and Facilities are different from those described in Paragraphs 4 and 5 hereof.
- (e) The Declarant may add future phases, and the buildings and Units therein to the Condominium by executing and recording with the Registry of Deeds amendments to this Master Deed which shall contain the following information:
 - (i) An amended description of any building being added to the Condominium and an amended Exhibit B describing the designations, locations, approximate area, number of rooms, immediately accessible Common Areas and Facilities and other descriptive

specifications of the Units being added to the Condominium, as well as describing any variations to the boundaries of such Units from those boundaries set forth in Paragraph 4 of this Master Deed;

(ii) An amended Exhibit D setting forth the new percentage ownership interests for all Units in the Common Areas and Facilities of the Condominium based upon the addition of new Units and in compliance with Paragraph 6 hereof for the determination of percentage interests.

(iii) A revised site plan of the Condominium showing the new buildings and floor plans for the new Units being added to the Condominium, which plans shall comply with the requirements of Chapter 183A.

(iv) If the Limited Common Areas and Facilities designated as appurtenant to the Units being added to the Condominium vary from those described in Paragraph 5 hereof, a description of such variations so as to identify the new or modified Limited Common Areas and Facilities appurtenant to the new Units.

Upon the recording of any such amendment to the Master Deed so as to include such additional phases, the Units in such buildings shall become Units in the Condominium for all purposes, including the right to vote, the obligations to pay assessments and all other rights and obligations as set forth herein for Units in the first phase of the Condominium.

- (f) The Declarant shall not amend the Master Deed so as to include any additional buildings until the construction of the buildings containing the Units comprising such phase(s) have been completed sufficiently for the certification of plans as provided for in Section 8(f) of Chapter 183A of Massachusetts General Laws.
- (g) It is expressly understood and agreed that no such amendments adding new building(s), and/or phases to the Condominium shall require the consent, approval or signature in any manner by any Unit Owner, any person claiming by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) or any other party whatsoever, and the only consent, approval or signature which shall be required on any such amendment is that of the Declarant. Any such amendment, when executed by the Declarant and recorded with the Registry of Deeds, shall be conclusive evidence of all facts recited therein and of compliance with all prerequisites to the validity of such amendment in favor of all persons who rely thereon without actual knowledge that such facts are not true or that such amendment is not valid.
- (h) Each Unit Owner and any person claiming, by, through or under any Unit Owner (including the holder of any mortgage or other encumbrance with respect to any Unit) understands and agrees that as building(s) and phase(s) containing additional Units are added to the Condominium by amendment to this Master Deed pursuant to the Declarant's reserved rights hereunder, the percentage ownership interest of the Unit in

the Common Areas and Facilities, together with the Unit's concomitant interest in the Condominium Trust and liability for sharing in the common expenses of the Condominium, shall be reduced, since the value of the Unit will represent a small proportion of the revised aggregate fair value of all units in the Condominium. In order to compute each Unit's percentage ownership interest after the addition of a new phase, the fair value of the Unit measured as of the date of this Master Deed shall be divided by the aggregate fair value of all Units (including the new Units being added to the Condominium), also measured as of the date of this Master Deed. These new percentage interests shall then be set forth in the aforesaid amended Exhibit D which is to accompany each amendment to this Master Deed which adds a new phase to the Condominium.

- (i) Every Unit Owner by the acceptance of a deed to the Unit hereby consents for themselves, their heirs, administrators, executors, successors and assigns and all other persons claiming by, through or under them (including the holder of any mortgage or other encumbrance with respect to any Unit) to the Declarant's reserved rights under this Paragraph 13 and expressly agrees to the alteration of their Unit's appurtenant percentage ownership interest in the Common Areas Facilities of the Condominium when new phases(s) are added to the Condominium by amendment to this Master Deed pursuant to this Paragraph. Each unit deed shall contain a statement that the condominium is phased and that the percentage interest may change as additional phases are added.
- (j) In the event that notwithstanding the provisions of this paragraph to the contrary, it shall ever be determined that the signature of any Unit Owner, other than the Declarant, is required on any amendment to this Master Deed which adds new phase(s) to the Condominium, then the Declarant shall be empowered, as attorney-in-fact for the owner of each Unit in the Condominium, to execute and deliver any such amendment by and on behalf of and in the name of each such Unit owner; and for this purpose each Unit Owner, by the acceptance of the Unit deed, whether such deed be from the Declarant as grantor or from any other party, constitutes and appoints Declarant as their attorney-in-fact. This power of attorney is coupled with an interest, and shall be irrevocable and shall be binding upon each and every present and future Owner of a Unit in the Condominium.
- (k) The Declarant shall have the right and easement to construct, erect and install on the Land in such locations as the Declarant shall, in the exercise of its discretion, determine to be appropriate or desirable:
 - (i) Additional road, drives, parking spaces and areas, walks and paths;
 - (ii) New or additional Limited Common Areas and Facilities;
 - (iii) New or additional conduits, pipes, wires, poles and other lines, equipment and installations of every character for the furnishing of utilities, including connection to existing utilities; and

(iv) All and any other buildings, structures, improvements and installations as the Declarant shall determine to be appropriate or desirable to the development of the Condominium as a phased condominium.

- (1) Nothing herein shall be deemed to obligate the Declarant to create any additional phases. The Declarant further reserves the right for itself, or its successors or assigns, in its sole discretion, to abandon its intention to create any additional phases of the Condominium, as set forth above, and may, in its discretion, record a statement to said effect with the Registry of Deeds, and, upon the recording of said instrument, the rights hereinbefore reserved to create additional phases shall hereby terminate upon the date of recording of said instrument.

The Declarant also reserves the right to have appurtenant to the construction of any Phase, and easement over that portion of the premises on which are or shall be located the buildings constituting that Phase, and reserves the rights to lease, sell, mortgage or otherwise assign or encumber all or part of this easement.

Ownership of each building, together with the residential units forming part thereof and all appurtenances thereto, constructed by or for the Declarant pursuant to the said reserved rights and easements shall remain vested in the Declarant; and the Declarant shall the right to sell and convey the said residential units as Units of the Condominium without accounting to any party (other than the Declarant's mortgagees) with respect to the proceeds of such sales.

14. Declarant's Reservation of Rights: In addition to all rights of Declarant hereunder and pursuant to Declarant's right to amend this Master Deed so as to create additional phases as set forth in Paragraph (13) hereof, The Declarant hereby expressly reserves to itself, its successors in title and its or their nominees, its agents, servants, employees, independent contractors, workmen, work crews, for a period of ten (10) years next after the date on which this Master Deed is recorded, or the completion of all phases in the Condominium, whichever is first, the easement, license, right and privilege to pass and repass by vehicle and on foot in, upon and over and to the common areas and facilities (including but not limited to driveways and walkways) for all purposes, including but not limited to transportation of construction materials in order to complete construction work on the Condominium.

Without limiting the generality of the foregoing and in furtherance thereof, the Declarant reserves unto itself, its agents, servants, employees, independent contractors, workmen, work crews, successors and assigns, the following rights to be in full force and effect until the last of the Condominium Units in all phases are conveyed of record by the Declarant; the right of access, ingress, and egress over and upon the land described in Paragraph (2) hereof and the Common Areas and Facilities of the Condominium, for the work of construction, reconstruction, rehabilitation, improvement, and other work in progress or contemplated by the Declarant in connection with the creation and construction of any additional phases; the right to lay, maintain, repair and replace, construct, and install and connect all utilities, utility lines, poles, ducts, conduits, and similar facilities to serve any or all of the Condominium Units in all Phases and the Common Areas and Facilities and all ducts, conduits, plumbing, wiring, and other facilities for the furnishing of power, light, air, and all sewer and drainage pipes, septic tanks, and sewerage disposal systems to serve any or all of the Condominium

Units in all Phases and the Common Areas and Facilities; to construction buildings and improvements on the land described in Paragraph (2) hereof and as shown on the site plan filed herewith and to engage in all activities necessary or appropriate to accomplish the same, including without limitation the right to grant to others including any public utility or authority, easements for the installation and maintenance of utilities for the benefit of any additional phases; to store construction materials, equipment, and supplies in those portions of the Common Areas and Facilities not subject to rights of exclusive use appurtenant to any Unit; to leave debris resulting from construction in the Common Areas and Facilities, but only during working periods, provided the same do not endanger safety and provided Declarant removes such debris as soon as reasonably practicable; to reasonably interrupt for brief intervals of time, water, electric, and other utilities and service provided by such utility lines, pipes, wires, cables, conduits, and sewerage and drainage lines in order to facilitate the installation of appliances or fixtures in the Units or Common Areas and Facilities under construction without liability for such interruption of service, provided however that Declarant shall use its best efforts to minimize any such interruption of service; and, in general, the right to do all things necessary or desirable in order to construct and complete all of the Condominium Units in all phases and the Common Areas and Facilities in connection therewith; provided that in the exercise of the rights reserved by the Declarant in this Paragraph, the Declarant will not unreasonably affect the use and enjoyment of the common areas and facilities in the phases already added to the Condominium. Nothing in this Paragraph shall be deemed to create any rights in the general public.

The Declarant further reserves the exclusive right to grant temporary and/or permanent easements over and across the Common Areas of the Condominium land for access to and from buildings and parking spaces located on any additional phases.

The Declarant reserves the exclusive right to grant easements over, under, through and across the Common Areas of the Condominium land for the purpose of installing cable television lines serving the units in the Condominium and such other equipment as may be necessary for the installation and operation of the same.

15. Provisions for the Protection of Mortgagees: Notwithstanding anything in this Master Deed or in the Condominium Trust and By-Laws to the contrary, and in any event subject to any greater requirements pursuant Chapter 183A, the following provisions shall apply for the protection of the holders of mortgages (hereinafter "Mortgagees") of record with respect to the Units and shall be enforceable by any Mortgagee:

- (a) In the event that the Unit Owners shall amend this Master Deed 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 a Mortgagee to:
 - (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage;
or
 - (ii) accept a deed (or assignment) in lieu of foreclosure in the even of default by a mortgagor; or

- (iii) sell or lease a Unit acquired by the Mortgagee through the procedures described in subparagraphs (I) and (ii) above.
- (b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed not agreed to by such party.
- (c) Any 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 Mortgagee.
- (d) The Unit Owners and the Trustees shall not be entitled to take the following actions unless the Unit Mortgagees of all the Units have given their prior written consent thereto:
 - (i) 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 a taking by condemnation or eminent domain; or
 - (ii) change the pro rata interest or obligations of any individual Unit for the purpose of (a) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (b) determining the pro rate share of ownership of each Unit in the Common Areas and Facilities; or
 - (iii) partition or subdivide any Unit; or
 - (iv) 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 utilities or for other 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
 - (v) use hazard insurance proceeds on account of losses to the Units or the Common Areas and Facilities for other than the repair, replacement or reconstruction thereof, except as otherwise provided in Section 5.6(E) of the Condominium Trust which contains provisions dealing with substantial losses in conformity with the requirements of Section 17 of Chapter 183A.
- (e) Consistent with the provisions 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.
- (f) In no event shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of a 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 a taking of such Unit and/or the Common Areas and Facilities.

- (g) A mortgagee, upon request made to the Trustees of the Condominium Trust, shall be entitled to:
- (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligations of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
 - (ii) inspect the books and records of the Condominium Trust at all reasonable times;
 - (iii) receive an audited financial statement of the Condominium Trust within ninety (90) days following the end of the fiscal year of the Condominium Trust;
 - (iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings; and
 - (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the Mortgagee holds a mortgage or any proposed taking by condemnation of eminent domain of said Unit or the Common Areas and Facilities.

The Declarant intends that the provisions of this Paragraph comply with the requirements of the Federal Home Loan Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans, and all questions with respect thereto shall be resolved consistent with that intention.

16. Conflicts: If any provision of this Master Deed shall be invalid or shall conflict with Chapter 183A, then the following rules of construction shall be used:

- (A) In the event of a conflict between the Master Deed and Chapter 183A, the provisions of Chapter 183A shall control.
- (B) The invalidity of any provision of the Master Deed shall not impact or affect the validity or enforceability of the other provisions of this Master Deed and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.

17. Waiver: No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

18. Captions: The captions herein are inserted only as a matter of convenience for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.

19. Assignment of Rights of Declarant: Declarant, by deed or by separate, direct or collateral assignment, shall be entitled to assign any and all its rights and reserved rights hereunder and under the Condominium Trust, at any time and from time to time, to any person, trust, entity or the Condominium Trust, as may be determined by the Declarant.

20. Definitions: All terms and expressions used in this Master Deed which are defined in Chapter 183A shall have the same meanings herein unless the context otherwise requires.

EXECUTED as a sealed instrument this 30th day of October, 2023.

Ocean Dunes LLC

By:

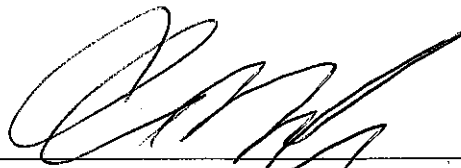


Brian Hebb, Manager

COMMONWEALTH OF MASSACHUSETTS

PLYMOUTH, SS.

On this 30th day of October, 2023, before me, the undersigned notary public, personally appeared the above named Brian Hebb, Manager as aforesaid, proved to me through satisfactory evidence of identification, which was a MA Driver's License to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for the stated purpose as Manager of Ocean Dunes LLC, a Limited Liability Company.



Christopher Maccaferri, Notary Public
My Commission Expires June 19, 2026

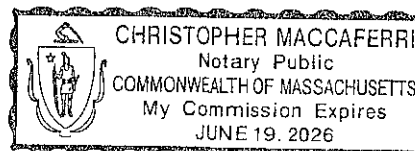


EXHIBIT A

The Premises constituting the Condominium consists of the following:

That certain parcel of land situated in Bourne, Barnstable County, Massachusetts, described as follows:

The land in Bourne, Barnstable County, Massachusetts, being shown as Lot 61 on a plan of land entitled "Definitive Subdivision Plan of Ocean Pines at North Sagamore, Bourne, Mass., Owners and Applicants Frank J. Nuovo and Pat J. Piscitelli, Willson Hill Associates Engineers, Surveyors & Planners" which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 439 Page 35.

There is also granted a right of way over Ocean Pines Drive and Alpine Circle, and the right to tie into existing utilities located on or under Ocean Pines Drive.

Said Premises is also shown on the plan of land entitled "Asbuilt Site Plan Ocean Pines Condo Assoc II Building 5 Units A-5 Bourne, MA" by Existing Grade Inc., dated October 23, 2023 and recorded with the Barnstable County Registry of Deeds herewith (the "Site Plan").

Said Premises are subject to and have the benefit of the following:

- (a) the provisions of Chapter 183A, the within Master Deed, the Condominium Trust and the Rules and Regulations promulgated thereunder;
- (b) provisions of existing building and zoning laws;
- (c) such taxes for the then current year as are not due and payable;
- (d) any liens for municipal betterments; and
- (e) all rights, easements and encumbrances referred to in the Master Deed, Condominium Trust and the Rules and Regulations promulgated thereunder, and all other easements, covenants and restrictions of record.
- (f) Notice issued by Town of Bourne Planning Board, dated May 4, 1987 and recorded with said Registry of Deeds in Book 6148 Page 179.
- (g) Rights and easements granted to New England Telephone and Telegraph Company and Commonwealth Electric Company, as set forth in instrument dated June 6, 1989 and recorded with said Registry in Book 6771, Page 234.
- (h) Rights and easements granted to Massachusetts Electric Company and Plymouth County Electric Company, as set forth in instrument dated July 24, 1953 and recorded with said Registry at Book 850, Page 261.

- (i) Easement granted by Frank J. Nuovo, Trustee of Ocean Pines Realty Trust to North Sagamore Water District dated January 8, 1993 and recorded with said Registry of Deeds in Book 8404 Page 294.
- (j) Covenant with the Town of Bourne dated November 15, 1993 and recorded with said Registry of Deeds in Book 8892 Page 259.
- (k) Declaration of Restrictive Covenants dated December 22, 1993 and recorded with said Registry of Deeds in Book 8962 Page 75, as affected by the Land Court Judgment dated January 28, 2005 and recorded with said Registry of Deeds in Book 22247 Page 120.
- (l) Covenant with the Town of Bourne dated September 8, 1999 and recorded with said Registry of Deeds in Book 12589 Page 180.
- (m) Ocean Pines Homeowners Trust granted by Ocean Pines, LLC, dated September 11, 2007 and recorded with said Registry of Deeds in Book 22332 Page 176.
- (n) Waterline Easements, Drainage Easements and other matters as shown on the plan recorded with said Registry of Deeds in Plan Book 439 Pages 35 through 40.

For title reference see the deed of Eastern Sky LLC dated September 7, 2023 and recorded with Barnstable County Registry of Deeds in Book 35977, Page 148.

EXHIBIT B

<u>UNIT</u>	<u>AREA (SQ. FT.)</u>	<u>NO OF ROOMS</u>	<u>ACCESSIBLE COMMON AREAS</u>
5A	3,644	B, G, LR, K, SR 2 BR, 3B	Deck, Patio
5B	3,644	B, LR, K 2BR, 2B	Deck, Patio
5C	3,664	B, G, LR, K, SR 2BR, 3B	Deck, Patio
5D	3,664	B, G, LR, K, SR 2BR, 3B	Deck, Patio

LEGEND

BR: Bedroom
LR: Living Room
B: Bathroom
K: Kitchen
SR: Sitting Area
BR: Bonus Room
A: Attic Storage
B: Basement
G: Garage

* NOTE the square footage of the units includes the basement and garage

*

EXHIBIT C

The designation, locations, approximate areas, numbers of rooms, immediate accessible common areas and other specifications of each Unit are shown on the floor plans entitled:

“Condominium Plan Ocean Pines Condo Assoc II, 5A Wildwood Lane Bourne, MA” by Existing Grade Inc., dated October 23, 2023 and recorded with the Barnstable County Registry of Deeds herewith;

“Condominium Plan Ocean Pines Condo Assoc II, 5B Wildwood Lane Bourne, MA” by Existing Grade Inc., dated October 23, 2023 and recorded with the Barnstable County Registry of Deeds herewith;

“Condominium Plan Ocean Pines Condo Assoc II, 5C Wildwood Lane Bourne, MA” by Existing Grade Inc., dated October 23, 2023 and recorded with the Barnstable County Registry of Deeds herewith; and

“Condominium Plan Ocean Pines Condo Assoc II, 5D Wildwood Lane Bourne, MA” by Existing Grade Inc., dated October 23, 2023 and recorded with the Barnstable County Registry of Deeds herewith.

EXHIBIT D

**PERCENTAGE INTEREST IN
COMMON AREAS AND FACILITIES**

<u>UNIT</u>	<u>PHASE I</u>
5A	25%
5B	25%
5C	25%
5D	25%
TOTAL	100%