

MASTER DEED
of
SEA PINES CONDOMINIUM 1

REGIONAL DEVELOPMENT CO., INC., a Massachusetts corporation having its principal place of business at 500 Granite Avenue, East Milton, Massachusetts ("Sponsor"), being the sole owner of the land off Route 6A in Brewster, Barnstable County, Massachusetts, described in Article 1 below, by duly executing and recording this Master Deed, does hereby SUBMIT said land, together with the buildings and improvements erected thereon, and together with all easements, rights and appurtenances belonging thereto (the "Property") to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and does hereby STATE that it proposes to create, and does hereby CREATE, with respect to the Property, a CONDOMINIUM to be governed by and subject to the provisions of said Chapter 183A. The Condominium is to be known as SEA PINES CONDOMINIUM 1.

1. Description of Land. A parcel of land situated off Route 6A in Brewster, Barnstable County, Massachusetts, shown as Phase 1 on a plan entitled "PLAN OF SEA PINES CONDOMINIUMS - PHASE 1 - Brewster, Mass." dated September, 1973 and prepared by Barnstable Survey Consultants, Inc., the original linen tracing of which is duly recorded with Barnstable County Registry of Deeds herewith. Said parcel is more particularly bounded and described as follows:

EASTERLY	By the curved westerly side of Sea Pines Drive, 368.35 feet;
NORTHEASTERLY	By said westerly line of Sea Pines Drive and by other land of Sponsor, 231.30 feet;
NORTHERLY	By other land of Sponsor, 177.58 feet;
WESTERLY	By land of the Town of Brewster, 136.00 feet, more or less;
NORTHWESTERLY	By land of said Town of Brewster, 263.88 feet;
SOUTHERLY	By land now or formerly of Griffin and by land now or formerly of LaFrance, 260.00 feet;
WESTERLY	By said land of LaFrance, 217.53 feet;
WESTERLY	By Locust Lane East, 229.98 feet;
SOUTHERLY	By land now or formerly of Walp and by land now or formerly of Sea Pines School, 265.00 feet
SOUTHEASTERLY	By land now or formerly of Sea Pines School, 199.61 feet;
SOUTHERLY	By land now or formerly of Sea Pines School, 167.17 feet;
SOUTHERLY	By other land of Sponsor, 61.52 feet.

Containing 5.4 acres more or less according to said Plan, all dimensions being more or less as shown on the Plan above-described.

Said parcel has the benefit of the following:

- (a) Common easement over Sea Pines Drive to Route 6A created by instrument of even date and record herewith, subject always to the obligation of the

Condominium to pay its proportionate share of the maintenance of Sea Pines Drive.

- (b) Utility easement within said Sea Pines Drive and elsewhere, created by instrument recorded with Barnstable Deeds Book 1922, Page 1.
 - (c) Rights, in common with others, to use recreational facilities and easterly 700' of beach, as more specifically described and limited in the By-laws recorded herewith (See 3 (A) hereof.)
2. Description of Buildings. The five buildings (two containing eight and three containing seven dwelling units) on said parcel are two and one-half stories each and are constructed primarily of wood frame on concrete foundations. Also situated on said parcel are nine free-standing garages containing a total of 40 car stalls, also of wood frame construction. Roofing throughout is asphalt shingle, and all exteriors are primarily rough-sawn pine siding.
 3. Description of Units. The designation of each of the 37 dwelling units (the "Units"), a statement of its location, approximate area, number of rooms, common areas to which it has immediate access, its designated private patio or balcony, and its proportionate interest in the common areas and facilities (determined on the basis of approximate relation which the fair value of each Unit bears to the aggregate fair value of all Units as of the date of the Master Deed) are set forth in Schedule A attached hereto and made a part hereof. Each Unit shall be conveyed together with the exclusive right to use the parking space or spaces designated in the Unit Deed.
 3. (A) Certain Appurtenant Interests. While any Unit Owner is a member in good standing of the Association of Unit Owners established pursuant to Article 8 hereof, such Unit Owner and his immediate family and (on written permission of the Board of Managers) his guests and lessees, shall be entitled to the use, in common with all others thereunto entitled and in accordance with such Rules and Regulations as may be established to govern such use, of the clubhouses, pools, tennis courts and other recreational facilities (including the easternmost 700 feet of beach and the road thereto) situated, or to be developed, on land now owned by Sponsor, SUBJECT, ALWAYS, to the obligation of the Condominium to pay its proportionate share of all expenses of ownership, management, operation, and maintenance of such facilities, which obligation, and the consequences of default thereunder, are more specifically set forth in Article XI, Section 6 of the By-laws.
 4. Designation of Common Areas and Facilities. The common areas and facilities of the Condominium ("Common Elements") consist of the entire Property, including all parts of the buildings and improvements, other than the Units, and include without limitation the following:
 - (a) The parcel of land above described.

- (b) All foundations, structural members, roofs, exterior walls, interior walls and partitions outside the exposed face of the drywall enclosing each Unit, floors below the upper surface of the subflooring, ceilings above the exposed face thereof, and all public courts. Doors and windows of a Unit shall, in their entirety, be part of such Unit.
 - (c) All lawns, gardens, paths, roads, parking areas, and other improved or unimproved areas not within the Units, provided, however, that each Unit owner shall have an EASEMENT for (i) the exclusive use of one or more designated parking spaces as set forth in the deed for such Unit (the "Unit Deed"), and (ii) the exclusive use of any attic or storage space to which such Unit is immediately adjacent and has direct access from within such Unit.
 - (d) All conduits, ducts, pipes, plumbing, wiring, flues, cables, utility lines, sewer and drainage pipes, and other facilities for the furnishing of utility services or waste removal which are outside the Units, or wherever located in the case of such facilities which serve parts of the Condominium other than the Unit which contains them.
 - (e) All patios and balconies, provided, however, that each Unit Owner having direct access to a patio or balcony from the interior of his Unit shall have an EASEMENT for the exclusive use of such patio or balcony.
 - (f) All other apparatus and installations existing in the buildings or on the Property for common use or necessary or appropriate to the existence, maintenance, use or safety of the Condominium.
 - (g) All other items listed in M. G. L. c. 183A and located on the Property.
5. Easements to Certain Common Elements. Each Unit Owner shall have an easement in common with all other Unit Owners to use all conduits, ducts, pipes, plumbing, wiring, flues, cables, utility lines, sewer and drainage pipes and all other Common Elements located in any of the other Units and serving his Unit. Each Unit shall be correspondingly subject to an easement in favor of the owners of all other Units to use the conduits, ducts, pipes, plumbing, wiring, flues, cables, utility lines, sewer and drainage pipes and all other Common Elements serving any of such other Units and located in such Unit. The Board of Managers shall have a right of access to each Unit to inspect the same, to eliminate violations of this Master Deed, the By-laws, the Rules and Regulations and any other applicable laws or regulations, and to maintain, repair or replace the Common Elements contained therein or serviced therefrom.
6. Floor Plans. Simultaneously with the recording of this Master Deed there has been recorded a set of floor plans for the buildings, showing the layout, location, Unit numbers and dimensions of the Units, stating the description of each building and bearing the verified statement of a registered architect that the plans fully and

accurately depict the layout location, Unit numbers and dimensions of the Units as built.

7. Use of Buildings and Units. Except for leasing and display of unsold Units by Sponsor, which is hereby expressly permitted, the buildings and Units are intended for single family residential purposes, and no use may be made of any Unit except as a residence for the Unit owner and/or members of his immediate family, or, if permitted or approved by the Board of Managers pursuant to Article VI, Section 11 of the By-laws, as a residence for lessees and their immediate families.

8. Association of Unit Owners. An unincorporated association of Unit Owners through which the Unit Owners will manage and regulate the Condominium has been formed and has enacted By-laws pursuant to said Chapter 183A. The name of the association is Sea Pines Condominium 1 Association. The names of the initial Board of Managers of such association and their respective terms of office are:

Joseph E. Corcoran	3 years
Robert Pickett	3 years
Gary A. Jennison	3 years
Linda J. Dixon	2 years
Mrs. Carleton Woods	2 years
Jeffrey Dando	1 year
Joseph R. Mullins	1 year

9. Encroachments. If any portion of the Common Elements now encroaches on any Unit, or if any Unit now encroaches on any other Unit or on any portion of the Common Elements, or if any such encroachment shall occur hereafter as a result of (a) settling or shifting of a building, or (b) alteration or repair to the Common Elements made by or with the consent of the Board of Managers, or (c) as a result of repair or restoration of a building or a 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 buildings shall stand.

10. Acquisition of Units by Board of Managers. In the event (a) any Unit Owner shall surrender his Unit, together with: (i) the undivided interest in the Common Elements appurtenant thereto; (ii) the exclusive right or easement of such Unit Owner to use any parking space, patio or balcony; (iii) the interest of such Unit Owners in any other Units acquired by the Board of Managers or its designee on behalf of all Unit Owners or the proceeds of the sale or lease thereof, if any; (iv) the interest of such Unit Owner in any other assets of the Condominium; and (v) any other rights or interests which such Unit Owner may have as a result of his membership in the Association of Unit Owners (hereinafter collectively called the "Appurtenant Interests"); (b) the Board of Managers shall purchase from any Unit Owner, who has elected to sell the same, a Unit, together with the Appurtenant

Interests, pursuant to Section 1 of Article VIII of the By-laws; (c) the Board of Managers shall purchase, at a foreclosure or other judicial sale, a Unit, together with the Appurtenant Interests; or (d) the Board of Managers shall purchase a Unit, together with the Appurtenant Interests, for use by a resident manager, then in any of such events title to any Unit, together with the Appurtenant Interests, shall be acquired and held by the Board of Managers or its designee, corporate or otherwise, on behalf of all Unit Owners. The lease covering any Unit leased by the Board of Managers, or its designee, corporate or otherwise, shall be held by the Board of Managers, or its designee, on behalf of all Unit Owners, in proportion to their respective common interests.

11. Units Subject to Master Deed, Unit Deed, By-Laws and Rules and Regulations. 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 By-laws and the Rules and Regulations, as they may be amended from time to time, and the items affecting the title to the Property as set forth in Article 1 above. The acceptance of a deed or conveyance or the entering into occupancy of any Unit shall constitute an agreement that (a) the provisions of this Master Deed, the Unit Deed, the By-laws and the Ruler and Regulations, as they may be amended from time to time, and the said items affecting title to the Property 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, and (b) a violation of the provisions of this Master Deed, the Unit Deed, By-laws or Rules and Regulations by any such person shall be deemed a substantial violation of the duties of the Condominium Unit Owner.
12. This Master Deed may be amended by (a) an instrument in writing signed by at least 66-2/3% in number and common interest of all Unit Owners, or (b) the vote of at least 66-2/3% in number and common interest of all Unit Owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-laws, evidenced in either case by recording a certificate to such effect, signed by a majority of the Board of Managers, with Barnstable Deeds, provided, however, that without the written consent of all Unit owners, recorded with said Deeds, the dimensions and percentage of undivided interest pertaining to each Unit shall not be altered, and provided further that no amendment affecting any Unit in a manner which impairs the security of a first mortgage of record on such Unit, held by a bank or insurance company, shall be of any force or effect unless the same has been assented to by the holder in writing recorded at said Deeds.
13. No Severability. No Unit Owner may or shall execute or make any deed, mortgage or other conveyance of his Unit without including in such conveyance the Appurtenant Interests (specifically including without limitation any Beach Rights and rights in recreational facilities which may arise as a result of membership in the Association of Unit Owners), it being the intention hereof that there be no

severance of Unit Ownership from Appurtenant Interests and no retention of beach rights or other rights or interests except as the same may devolve from then current Unit Ownership and Membership in the Association of Unit Owners.

14. Invalidity. The invalidity of any provisions of this Master Deed shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Master Deed and, in such event, all of the other provisions of this Master Deed shall continue in full force and effect as if such invalid provision had never been included herein.
15. 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.
16. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Master Deed nor the intent of any provision hereof.
17. Conflicts. This Master Deed is set forth to comply with the requirements of Chapter 183A of the General Laws of the Commonwealth of Massachusetts. In case any of the provisions stated above conflict with the provisions of said statute, or the Declaration of Easements by the Sponsor of even date and record herewith, the provisions of said statute or the Declaration of Easements, as the case may be, shall control.

IN WITNESS THEREOF, the Sponsor has caused this Master Deed to be executed by its duly authorized officer and its corporate seal to be hereunto affixed this 9th day of October, 1973.

Regional Development Co., Inc.
By Gary A. Jennison, Vice President

SCHEDULE A OF MASTER DEED

Name & number	Location	Sq feet*	Rooms	Option	Proportionate Interest
1A	Bldg 1 Flrs 1&2	1625	5	Patio	.0311
1B	Bldg 1 Flrs 1&2	1260	4	Patio	.0267
1C	Bldg 1 Flr 1	1270	4	Patio	.0283
1D	Bldg 1 Flr 1	1035	4	Patio	.0239
1E	Bldg 1 Flr 2	1065	4	Balcony	.0242
1F	Bldg 1 Flrs 1&2	1225	4	Patio	.0267
1F	Bldg 1 Flr 1	855	3	Patio	.0211
1G	Bldg 1 Flrs 2&3	1440	5	Balcony	.0283
2A	Bldg 2 Flrs 1&2	1625	5	Patio	.0311
2B	Bldg 2 Flrs 1&2	1260	4	Patio	.0267
2C	Bldg 2 Flr 1	1270	4	Patio	.0283
2F	Bldg 2 Flrs 1&2	1225	5	Patio	.0289
2G	Bldg 2 Flr 1	855	3	Patio	.0211
2H	Bldg 1 Flrs 2&3	1440	5	Balcony	.0283
2J	Bldg 2 Flr 1	1066	4	Patio	.0260
3A	Bldg 3 Flrs 1&2	1625	5	Patio	.0311
3B	Bldg 3 Flrs 1&2	1260	4	Patio	.0267
3C	Bldg 3 Flr 1	1270	4	Patio	.0283
3D	Bldg 3 Flr 1	1035	4	Patio	.0245
3E	Bldg 3 Flr 2	1065	4	Balcony	.0248
3F	Bldg 3 Flrs 1&2	1225	5	Patio	.0289
3G	Bldg 3 Flr 1	855	3	Patio	.0211
3H	Bldg 3 Flrs 2&3	1440	5	Balcony	.0283
4A	Bldg 4 Flrs 1&2	1625	5	Patio	.0311
4B	Bldg 4 Flrs 1&2	1260	4	Patio	.0267
4C	Bldg 4 Flr 1	1270	4	Patio	.0283
4F	Bldg 4 Flrs 1&2	1225	5	Patio	.0289
4G	Bldg 4 Flr 1	855	3	Patio	.0211
4H	Bldg 4 Flrs 2&3	1440	5	Balcony	.0283
4J	Bldg 4 Flr 1	1066	4	Patio	.0260
5A	Bldg 5 Flrs 1&2	1625	5	Patio	.0311
5B	Bldg 5 Flrs 1&2	1260	4	Patio	.0267
5C	Bldg 5 Flr 1	1270	4	Patio	.0283
5F	Bldg 5 Flrs 1&2	1225	5	Patio	.0289
5G	Bldg 5 Flr 1	855	3	Patio	.0211
5H	Bldg 5 Flrs 2&3	1440	5	Balcony	.0283
5J	Bldg 5 Flr 1	1066	4	Patio	.0260
Add. Garage 1					.0016
Add. Garage 2					.0016
Add. Garage 3					.0016

* The areas set forth in this Schedule A are of the primary living space only. In addition thereto each Unit has included therein a private outside space (either patio or balcony) and the exclusive right to the use of (i) the garage (s) designated in the Unit Deed, and (ii) any attic or storage area to which such Unit is immediately adjacent or has direct access from within such Unit. Any Unit which is conveyed one of the additional garages described above shall have an additional .16% of proportionate interest for all purposes of the Condominium Documents.