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MASTER DEED

of

SOUTHCAPE RESORT & CLUB CONDOMINIUM I

ATLANTIC METROPOLITAN CORPORATION, a Delaware Corporation with a mailing address of P.O. Box 7048, Wilmington, Delaware ("Declarant" hereinafter), by duly executing and recording this Master Deed does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create and does hereby create a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declares and provides the following:

1. Name: The name of the condominium shall be SOUTHCAPE RESORT & CLUB CONDOMINIUM I.
2. Description of Land: The premises which constitute the Condominium ("premises" hereinafter) consist of the land, with the buildings thereon, situated in Mashpee (Barnstable County), Massachusetts and described in Exhibit "A," annexed hereto and made a part hereof.
3. Easements: The premises are subject to and with the benefit of all rights, restrictions and easements as recorded, including, but not limited to, the following:
  - (a) An easement to use a forty-foot (40') private way shown on the plan recorded herewith in common with all others entitled thereto

For site plan, see Plan Book 365, Page 80  
For floor plans, see Plan Book 365, Pages 81-85

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for all purposes for which streets and ways are commonly used in the Town of Mashpee, including the right to install and maintain utility lines, pipes and conduits therein.

(b) Declaration of Covenants, Easements and Restrictions dated July 23 , 1982, made by Declarant hereunder, which said instrument is recorded herewith in Book 3526, Page 001. Said instrument provides, in general, that owners hereunder:

- (i) shall have the nonexclusive right to use certain utility and recreational facilities located on Lots 1 and 7, as shown on plan recorded in Plan Book 271, Page 39;
- (ii) shall be responsible for certain expenses associated therewith; and
- (iii) shall become members of Southcape Resort & Club Community Association, Inc., a nonprofit corporation which is responsible for maintenance and administration of said facilities.

(c) Notice of Variance granted by Board of Appeals of Mashpee dated January 4, 1973, recorded in Barnstable Book 1791, Page 293, as amended.

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4. Interval Ownership: The Declarant intends to sell "Intervals" in Condominium Units whereby the purchaser of an Interval will acquire an undivided fee simple interest in the Condominium Unit and its furnishings as a tenant in common with the present owners and successors in interest to each of the owners of the other undivided interests in and to the Condominium Unit and its furnishings, including, without limitation, the Declarant and its successors in interest, coupled with the exclusive right to use and occupy, as against such owners, the Condominium Unit including all improvements to be made or created thereto or therein in the future, appurtenant rights and easements and its furnishings during a specified time period or specified time periods each year and no more.

Said program of Interval Ownership is set forth in "Time Share Supplement to Master Deed of Southcape Resort & Club Condominium I," marked Exhibit "D," annexed hereto and made a part hereof.

When used herein, the word "owner" or "unit owner" shall mean the person or persons owning a unit. As to units committed to Interval Ownership, or where the context requires, said words shall include the owners of Intervals.

5. Description of the Buildings: There are five (5) buildings (hereinafter "Buildings"), each of which has

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a poured concrete foundation, poured slab, wood frame bearing wall construction, wood siding, and each contains one-story and two-story units. The building designated "Building No. 1" contains five units (Units 1-5); the building designated "Building No. 2" contains six units (Units 6-11); the building designated "Building No. 3" contains six units (Units 12-17); the building designated "Building No. 4" contains seven units (Units 18-24), and the building designated "Building No. 5" contains seven units (Units 25-31).

6. Designation of Units and their Boundaries: The Condominium units (hereinafter "The Units") and the designations, locations, approximate areas, numbers of rooms, immediately accessible common areas, and other descriptive specifications thereof are as set forth in Exhibit "B," annexed hereto, and made a part hereof. The boundaries of the Units with respect to floors, ceilings, and the walls, doors and windows thereof are as follows:

Each Unit shall be bounded as to both horizontal and vertical boundaries as below defined, whether the same exist now or are created by construction, settlement or movement of the buildings, or permissible repairs, reconstruction or alterations. Said boundaries are intended to be as follows and shall be determined in the following manner:

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(a) HORIZONTAL BOUNDARIES: The upper and lower boundaries of the units shall be:

UPPER BOUNDARY: the underside of the finished undecorated ceiling of the unit, extended to meet the vertical boundaries, except in attic where it is the plane of the lower surface of the roof rafters.

LOWER BOUNDARY: the upperside of the finished undecorated surface of the floor of the Unit, extended to meet the vertical boundaries.

(b) VERTICAL BOUNDARIES: The vertical boundaries shall be the interior surfaces of the perimeter walls of the unit as shown on the surveyor plans and the interior surfaces of the unit's windows and doors that abut the exterior of the building or common areas.

Each Unit is subject to and has the benefit of an easement of encroachment in the event that said Unit encroaches upon any other Unit or upon any portion of the Common Elements or in the event that any other Unit or the Common Elements encroach upon said Unit, as a result of the construction of the buildings of which said Unit is a part or as a result of the settling or shifting of said building to the extent of said encroachment. Each Unit is subject to an easement for the benefit of the other Units to use the pipes, wires, ducts, flues, conduits, cables, public

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utility lines and other Common Elements located in such Unit and serving other units or Common Elements.

7. Common Areas and Facilities: The Common Areas and Facilities of the CONDOMINIUM consist of:

(a) The land above-described, which has been dedicated to the Condominium, together with the benefit of, and subject to, the matters set forth in Section 2 above.

(b) The foundations, structural columns, bearing walls, girders, lintels, beams, plates, supports, braces, exterior walls, roof, entrances and exits of the Buildings, common walls within the Buildings as are not specifically part of Units as hereinabove defined.

(c) Installations of central services such as power, light, gas, hot and cold water, sewer systems, etc., to the extent that such installations serve more than one (1) Unit or are contained in or permanently affixed to any other common areas or facilities, together with an easement of access thereto for maintenance, repair and replacement;

(d) All land, lawns, parking and other improved or unimproved areas not within the Units,

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all fences thereon, including privacy fences, and terraces and decks adjacent to Units, provided, however, that each Unit Owner whose Unit has direct access to a patio and/or wooden deck directly from the interior of his Unit shall have an easement for the exclusive use of such terrace and/or deck.

(e) All storage sheds adjacent to Units, provided, however, that each Owner of a Unit with an adjacent storage shed shall have an easement for its exclusive use and further that any equipment or materials stored or kept in the storage shed shall be the property and responsibility of said Unit Owner; and

(f) Such additional common areas and facilities as may be defined in Chapter 183A.

The owners of each Unit shall be entitled to an undivided interest in the common areas and facilities in the percentages set forth in Exhibit "C," attached hereto and made a part hereof.

The common areas and facilities shall be subject to the provisions of SOUTHCAPE RESORT & CLUB CONDOMINIUM I TRUST ("Trust" hereinafter) and to rules and regulations promulgated pursuant thereto with respect to the use thereof,

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granting of specific easements of certain such facilities to particular Unit Owners (as, for example, storage space or parking space), and payments required therefor.

8. Plans: A site plan showing the premises which constitute the Condominium, dated June 1, 1982, entitled SOUTHCAPE RESORT & CLUB CONDOMINIUM I (Site Plan), Mashpee, Massachusetts, Scale 1" - 5', prepared by NORWOOD ENGINEERING CO., INC., Civil Engineers - Land Surveyors, 1414 Providence Highway, Norwood, MA, is recorded herewith in Plan Book 365, Page 80. Floor plans of the buildings showing the layout, location, unit numbers and dimensions of Units, and bearing the verified statement of a registered engineer or land surveyor, certifying that the plans fully and accurately depict the same, are also recorded herewith in Plan Book 365, Page 81-85.

9. Purposes: The buildings and the Units and other facilities therein, are to be used for residential purposes. The Owner of a Unit shall occupy and use his Unit for such residential purposes for himself and members of his family, his social guests, lessees, licensees and invitees. Notwithstanding the foregoing, nothing in this Master Deed shall be construed to restrict the developer, or any successor in interest to the developer, from selling and/or conveying any unit under a plan of Interval Ownership, or any person,



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group of persons, corporation, partnership, or other entity, from selling, reconveying, or in any other way, transferring same.

10. Restrictions on Use: Unless otherwise permitted in writing duly executed by the Trustees of SOUTHCAPE RESORT & CLUB CONDOMINIUM I TRUST pursuant to provisions of the bylaws thereof:

(a) no Unit shall be used for any purpose other than a purpose permitted under Section 9 above;

(b) the architectural integrity of the buildings and the Units 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 any such Unit or any part thereof, no addition to or change or replacement of any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcomania or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, without the written consent of a majority of the

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Trustees of SOUTHCAPE RESORT & CLUB CONDOMINIUM  
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(c) no Unit shall be used or maintained  
in a manner contrary to or inconsistent with the  
rules and regulations adopted by SOUTHCAPE  
RESORT & CLUB CONDOMINIUM I TRUST, a copy of  
which rules and regulations are annexed hereto  
and marked Exhibit "E."

(d) no Unit Owner, tenant, guest or invitee  
shall commit waste on the premises or permit any  
nuisance to be maintained thereon.

Said restrictions shall be for the benefit of the owners  
of all of the Units and the Trustees of SOUTHCAPE RESORT  
& CLUB CONDOMINIUM I TRUST as manager of the common areas  
and facilities, shall be enforceable solely by said Trus-  
tees, and shall, insofar as permitted by law, be perpetual;  
and to that end may be extended by said Trustees 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 such as occur during his or her owner-  
ship thereof.

11. Amendments: Amendments to this Master Deed shall  
be in accordance with the following:

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An Amendment may be proposed either by the Board of Trustees of SOUTHCAPE RESORT & CLUB CONDOMINIUM I TRUST and/or by any owner and may be considered at any meeting of the owners, regular or special, of which due notice has been given. Passage shall be evidenced by a certificate executed in recordable form signed by any Trustee of the Trust that it has been enacted by a majority of the total voting power present in person or by proxy at any meeting of the Unit Owners at which a quorum exists, and which majority represents not less than twenty percent (20%) of the total undivided interest in the common areas and facilities (which vote shall include the separate written joinder of mortgagees where required); shall include the recording data identifying the Master Deed as originally recorded and which shall become effective when recorded at the Barnstable County Registry of Deeds. No amendment may change the Declarant's rights without the Declarant's written joinder.

Notwithstanding the foregoing:

(a) the Declarant reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, as long as the Declarant owns the Units so altered; however, no such change shall increase the number of Units nor alter the boundaries of the Common Elements,

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except the party wall between any Condominium Units, without Amendment of this Declaration in the manner hereinbefore set forth. If the Declarant shall make any such changes in Units, such changes shall be reflected by the Amendment of this Master Deed with a survey attached, reflecting such authorized alteration of Units, and said Amendment need only be executed and acknowledged by the Declarant and any holders of first mortgages encumbering the said altered Units and the consent of the Unit Owners, the Trust, the Owner and holder of any lien encumbering any other Condominium Unit or Interval, or any others, shall not be required. The survey shall be certified in the manner required by MGL Chapter 183A. Notwithstanding the above, the Declarant specifically reserves the right to construct fireplaces and chimneys serving units, and may amend this Master Deed to reflect such construction without the consent of any Unit Owner or mortgagee. Provided that, any changes made hereunder which alter the percentage of the undivided interest of each Unit Owner in the common areas and facilities shall not be made without

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the consent of all Unit Owners and mortgagees,  
as provided in MGL Chapter 183A §5(b).

(b) The Declarant, so long as it owns more than ten percent (10%) of the undivided interest in the common areas and facilities, reserves the right at any time to amend this Master Deed, as may be required by any lending institution, title insurance company or public body, or in such manner as the Declarant may determine to be necessary in its sole discretion provided that such Amendment shall not change the rights and privileges of First Mortgagees, increase the proportion of common expenses borne nor decrease the ownership of Common Elements held by the Unit Owners, change a Unit Owner's voting rights or change the size of the Common Elements to the prejudice of the Unit Owners. Said Amendment need only be executed and acknowledged by the Declarant and the consent of the Unit Owners, the Condominium Trust, the holders of any lien or mortgage encumbering a Condominium Unit or Interval in this Condominium, or any others shall not be required.

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(c) Phases of Development: The Declarant hereof reserves the right for itself, its successors and assigns to develop the project on an incremental or phased basis, as hereinafter set forth. In the event that Declarant elects to exercise its rights under this Paragraph, the first increment, or phase, entitled Phase I, will consist of the five (5) buildings on Lot 3 described in Paragraph 5 hereof, and shown on plans recorded herewith. The second phase, Phase II, shall consist of buildings comprising a total of twenty-five (25) residential Units on Lot 4 on site plan referred to in Exhibit A. The third phase, Phase III, shall consist of buildings comprising a total of twenty-one (21) residential Units on Lot 5 shown on said plan. The fourth phase, Phase IV, will consist of buildings comprising a total of twenty-seven (27) residential Units on Lot 6 on said plan. The final phase, Phase V, will consist of buildings comprising a total of fifty-nine (59) residential Units on Lot 8 shown on said plan. The Declarant expressly reserves to itself, its heirs, successors and assigns, the right to construct any such aforementioned Units and the right, without the consent of any Unit Owner or mortgagee, upon the satisfaction of the

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conditions set forth in this paragraph, to dedicate each such complete phase to the Condominium by amending this Master Deed so as to include the buildings contained in said completed phase in the Condominium, whereupon Units therein contained shall become Units in the Condominium, at which time the fractional interests in common areas and facilities shall change, in accordance with Exhibit C hereinafter. Declarant reserves the right to commit Units in subsequent phases to the Interval Ownership program.

Nothing herein contained shall be deemed to obligate the Declarant to construct or dedicate any additional phases.

12. Trust: The trust through which the Unit Owners will manage and regulate the Condominium established hereby is SOUTHCAPE RESORT & CLUB CONDOMINIUM I TRUST under Declaration of Trust dated July 23, 1982, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest, based on value, in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The name and addresses of the original and

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present Trustees thereof are as follows:

Aurin Primack, One Cherry Hill, Suite 400, Cherry Hill, N.J.  
Elizabeth J. Landers, 1 Highview-Box 230, Sandwich, MA  
Edward H. Conforti, 13 Southcape Resort & Club Condominium,  
Route 28, Mashpee, MA 02649

Said Trustees have enacted bylaws, which are set forth in said Declaration of Trust, pursuant to and in accordance with provisions of Chapter 183A of the General Laws of Massachusetts.

13. Provisions for the Protection of Mortgagees: The following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgages") of record with respect to the Units and shall be enforceable by any First Mortgagee, its successors and assigns:

(a) In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust referred to above, 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 First Mortgagee to:

(i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or



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- (ii) accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (iii) sell or lease a Unit acquired by the First 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 First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;

(c) 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, unless the claim for said unpaid assessments is secured by a lien for same recorded prior to the recordation of the mortgage.

(d) The Unit Owners and the Trustees shall not be entitled to take the following actions unless at least sixty-seven percent (67%) of the First Mortgagees (based upon one vote for each mortgage owned) 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 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) deter-

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mining the pro-rata 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 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 Mortgagee shall be required pursuant to this clause; or
- (v) use hazard insurance proceeds on account of losses to either the Units or the Common Areas and Facilities other than repair, replacement or reconstruction thereof, except as otherwise provided in Paragraph 5.5 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 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 a taking of such Unit and/or the Common Areas and Facilities.
- (g) A First Mortgagee, upon written request made to the Trustees of the Condominium Trust, shall be entitled to:

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- (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 obligation of such borrower under this Master Deed or the provisions of the Condominium Trust which is not cured within sixty (60) days;
  - (ii) inspect all books and records of the Condominium Trust at all reasonable times;
  - (iii) receive an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any 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;
  - (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit on which there is a First Mortgage, or any proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities; and
  - (vi) request the Condominium Trust to lease the unit during the time such Unit Owner is in default and to hold the proceeds on account of the mortgage.
- (h) No agreement for professional management of the Condominium or any other contract with the Declarant 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.

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The Declarant intends that the provisions of this Paragraph shall 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.

The provisions of this Paragraph 13 may not be amended or rescinded without the written consent of all First Mortgagees, which consent shall appear on the instrument or amendment as such instrument is duly recorded with said Registry of Deeds in accordance with the requirements of Paragraph (g) hereof.

14. Assessment and Collection of Common Expenses and Expenses Associated with Interval Ownership:

Common expenses of the Condominium, including, but not limited to, (a) fire and extended coverage insurance on the buildings, (b) liability insurance on common areas, (c) maintenance, repairs and replacement of common areas and facilities, (d) management fees, (e) common utilities, (f) reasonable reserves, (g) fees assessed to Condominium Trust or Owners by SOUTH CAPE RESORT & CLUB COMMUNITY ASSOCIATION, INC. relating to use of recreational and utility facilities are to be assessed to Unit Owners, and, as to Units committed to Interval Ownership, to Interval Owners, by the Trust, or by such management firm as the Trustee

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may appoint or contract with, according to the percentage of interest set forth in Exhibit "C."

As to expenses directly associated with Units committed to Interval Ownership pursuant to the Interval Ownership program, including, but not limited to, (a) furniture, furnishings and equipment for such units, (b) contents and liability insurance for such units, (c) maid service, (d) utilities, (e) such other expenses as are set forth in Paragraph 6 of the Time Share Supplement, annexed hereto as Exhibit "D," such expenses are to be segregated on a unit-by-unit basis, and assessed to the Unit Owners of each Unit by the Management Firm appointed by or contracted with by the Trustees, all as provided in Time Share Supplement.

15. Enforcement of Assessment Liens: Liens for assessments against Units and Intervals may be foreclosed by suit brought in the name of the Trust in the same manner as a foreclosure of mortgage on real property. During his occupancy, the foreclosed Owner shall be required to pay a reasonable rental and the Trust shall be entitled to the appointment of a receiver to collect the same, and the Trust shall have all the powers provided by law, and shall be entitled to charge interest at eighteen percent (18%) per annum on unpaid assessments and reasonable attorney's fees incident to the collection of such assessment or enforcement of such

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lien, with or without suit. In the case of a lien against an Interval Owner in a Unit committed to Interval Ownership, the lien shall be limited to the Interval owned by that Owner and shall not encumber the property, real or personal, of any other Owner of Intervals in the Unit.

16. Management and Maintenance: The Board of Trustees of the Trust may enter into a contract with any firm, person or corporation, for the maintenance and repair of the Condominium property and may contract for the management of the Condominium property and may delegate to the Management Firm all the powers and duties of the Trust, except such as are specifically required by this Master Deed, or by the Condominium Trust, to have the approval of the Board of Trustees of the Trust. The Management Firm may be authorized to determine the budget, make assessments for common expenses and collect assessments, as provided by the Time Share Supplement to this Master Deed.

17. Management Agreement: The Trust has entered into a Management Agreement and has delegated to the Management Firm the power of the Trust, to determine the budget, make assessments for common expenses, collect assessments and to perform certain other management and maintenance functions. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes

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therein expressed, including, but not limited to:

(a) Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Trust.

(b) Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

(c) Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

(d) Agreeing that the persons acting as Trustees of the Trust entering into such an agreement have not breached any of their duties or obligations to the Association.

It is specifically recognized that some of the persons comprising the original Board of Trustees of the Trust, are or may be stockholders, officers and directors of the Management Firm and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Trust, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

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The acts of the Board of Trustees of the Trust in entering into the Management Agreement are hereby ratified, approved, confirmed and adopted.

18. Massachusetts General Law Chapter 183A: The Units and Common Areas and Facilities, and Unit Owners and Trustees of SOUTHCAPE RESORT & CLUB CONDOMINIUM I TRUST, shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, and in all respects so specified in this Master Deed or in the Declaration of Trust of SOUTHCAPE RESORT & CLUB CONDOMINIUM I TRUST and the bylaws set forth therein shall be governed by provisions of Chapter 183A in their relations to each other and to the Condominium established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits, termination or removal of the Condominium premises or any portion thereof from the provisions of said Chapter 183A.

19. Compliance and Default: Each Owner and the Trust shall be governed by and shall comply with the terms of the Condominium Documents as they may be amended from time to time. Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. Actions may be maintained by the Trust or by any Unit Owner



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including any Interval Owner. In any such proceeding, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court. In the event of a grievance of an Owner against the Trust, the Board of Trustees or a member thereof, prior to the instituting of litigation, written notice in detail of the grievance shall be given the Trustees and they shall be allowed a period of twenty (20) days in which to try to resolve the grievance.

20. No Waiver of Rights: The failure of the Trust or any Owner to enforce any covenant, restriction or other provisions of the Condominium Documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other infractions.

21. Provisions Pertaining to the Declarant: So long as the Declarant holds more than one Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Declarant:

(a) Assessment of the Declarant as a Unit Owner for capital improvements.

(b) Any action by the Trust that would be detrimental to the sale of Units or the completion of the project by the Declarant, including such use by Declarant of unsold units and common areas as

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may facilitate completion and sale of the project.

22. Voting: Each Unit Owner or Interval Owner shall be entitled to vote according to the percentage of common areas and facilities which he owns, according to the percentages set forth in Exhibit "C."

23. Trust Joinder: The Condominium Trust approves the foregoing and all of the covenants, terms and conditions, duties and obligations of this Declaration of Condominium and Exhibits attached hereto. The Condominium Unit Owners, by virtue of their acceptance of the deed of conveyance to their Condominium Unit, and other parties by virtue of their occupancy of Units hereby approve the foregoing and all of the terms and conditions, duties and obligations of this Declaration of Condominium and exhibits attached.

24. Sales Units and Models: The Declarant reserves the right to maintain certain Units for sales and promotional purposes for such period of time as the Declarant deems necessary.

25. Definitions: All terms and expressions therein used which are defined in Section 1 of Chapter 183A shall have the same meanings herein unless the context otherwise requires.

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26. Invalidity: The invalidity of any provision 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.

27. 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, the provisions of said statute shall control.

28. Waiver of Partition: Except as provided in Paragraph 14 of the Time Share Supplement to this Master Deed, no Unit Owner or other person or entity acquiring any right, title or interest in a Unit shall institute, cause, permit, participate in or acquiesce in permitting the institution of any action to seek or obtain partition of the Unit, sale of the Unit in lieu of partition, or separately identify his common interest; provided, however, that nothing herein contained shall prohibit a judicial sale of a Unit owned by two (2) or more persons in lieu of partition as between such co-owners of a Unit.

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EXECUTED as a sealed instrument this 23rd day of July,  
1982.



ATLANTIC METROPOLITAN CORPORATION

By: *Aurin Primack*  
Aurin Primack, Senior Vice President

COMMONWEALTH OF MASSACHUSETTS

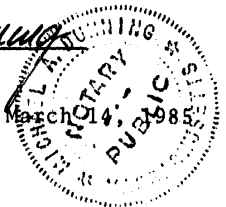
BARNSTABLE, ss.

July 23 , 1982

Before me appeared the above-named Aurin Primack, Senior Vice President, who acknowledged the foregoing instrument to be the free act and deed of said corporation.

*Michael A. Dunning*  
NOTARY PUBLIC

My Commission Expires: March 14, 1985



Michael A. Dunning, Esq.  
Terry, Dunning & Terry  
P.O. Box 560  
Mashpee, MA., 02649

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EXHIBIT "A"

(SOUTHCAPE RESORT & CLUB CONDOMINIUM I)

The land in Mashpee (Barnstable County), Massachusetts, being the premises shown as Lot 3 on a plan by Harry R. Feldman, Inc. dated April 2, 1973 and recorded with Barnstable Registry of Deeds in Plan Book 271, Page 39, and bounded and described as follows:

|                               |    |   |
|-------------------------------|----|---|
| SOUTHWESTERLY                 | by | land marked "40' Wide Area 71,109 sq. ft." on said plan, 123.98 feet and 30.00 feet;    |
| SOUTHERLY                     | by | Lot 5 as shown on said plan, 416.91 feet;   |
| SOUTHEASTERLY                 | by | Lot 7 as shown on said plan, 97.50 feet, 60.00 feet and 293.76 feet;                    |
| EASTERLY                      | by | Lot 8 as shown on said plan, 1.60 feet;   |
| NORTHERLY                     | by | land now or formerly of Heirs of William Walker as shown on said plan, 703.75 feet; and |
| WESTERLY and<br>NORTHWESTERLY | by | Lot 1 as shown on said plan, 193.12 feet and 150.46 feet.                               |

Said Lot contains 178,910 square feet of land according to said plan. For title reference, see Foreclosure Deed to the Trustees of First Pennsylvania Mortgage Trust dated August 3, 1976, recorded in Book 2372, Page 317. Also, see Certificate of Merger between First Pennsylvania Mortgage Trust and Atlantic Metropolitan Corporation, a Delaware Corporation, Declarant herein, dated February 11, 1982, recorded in Book 3446, Page 344, which said document certifies that the name of the succeeding corporation is Atlantic Metropolitan Corporation.

For further reference, see <sup>29</sup> site plan recorded in Plan Book 365, Page 80.

**EXHIBIT "B"**  
**(SOUTHCAPE RESORT & CLUB CONDOMINIUM I)**

| UNIT DESIGNATION | BUILDING    | APPROXIMATE   |   | IMMEDIATE COMMON AREA TO WHICH UNIT HAS ACCESS |
|------------------|-------------|---------------|---|--|
|                  |             | AREA          | NUMBER OF ROOMS (EXCLUDING ATTICS, SHEDS) |  |
| 1                | Bldg. No. 1 | 1,197 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 2                | "           | 1,523 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 3                | "           | 1,538 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 4                | "           | 1,527 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 5                | "           | 1,831 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 6                | Bldg. No. 2 | 1,827 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 7                | "           | 1,527 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 8                | "           | 1,191 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 9                | "           | 1,523 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 10               | "           | 1,528 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 11               | "           | 1,827 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 12               | Bldg. No. 3 | 1,828 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 13               | "           | 1,530 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 14               | "           | 1,190 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 15               | "           | 1,527 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 16               | "           | 1,525 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 17               | "           | 1,822 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 18               | Bldg. No. 4 | 1,801 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 19               | "           | 1,532 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 20               | "           | 1,194 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 21               | "           | 1,196 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 22               | "           | 1,530 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 23               | "           | 1,531 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |
| 24               | "           | 1,821 sq. ft. | Six                                       | Deck / Rear Patio, Grounds                     |

**EXHIBIT "g" (Cont'd)**  
**(SOUTHCAPE RESORT & CLUB CONDOMINIUM I)**  
 Page 2

| <u>Unit Designation</u> | <u>Building</u> | <u>Approximate Area</u> | <u>Number of Rooms (excluding attics, sheds)</u> | <u>Immediate Common Area to Which Unit Has Access</u> |
|-------------------------|-----------------|-------------------------|--|---|
| 05                      | Bldg. No. 5     | 1,823 sq. ft.           | Six  | Deck / Rear Patio, Grounds                            |
| 26                      | "               | 1,528 sq. ft.           | Six  | Deck / Rear Patio, Grounds                            |
| 27                      | "               | 1,193 sq. ft.           | Six  | Deck / Rear Patio, Grounds                            |
| 28                      | "               | 1,197 sq. ft.           | Six  | Deck / Rear Patio, Grounds                            |
| 29                      | "               | 1,529 sq. ft.           | Six  | Deck / Rear Patio, Grounds                            |
| 30                      | "               | 1,534 sq. ft.           | Six  | Deck / Rear Patio, Grounds                            |
| 31                      | "               | 1,842 sq. ft.           | Six  | Deck / Rear Patio, Grounds                            |

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Each Unit has four rooms: living and dining room, kitchen, master bedroom and den or second bedroom. Each Unit has access to common areas directly from the entrance path adjacent to the front door of the Unit and from the terrace adjacent to the rear door of the Unit.

EXHIBIT "C"

(SOUTHCAPE RESORT & CLUB CONDOMINIUM I)

| UNIT | PHASE I | PHASE II | PHASE III | PHASE IV | PHASE V |
|------|---------|----------|-----------|----------|---------|
| 1    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 2    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 3    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 4    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 5    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 6    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 7    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 8    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 9    | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 10   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 11   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 12   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 13   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 14   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 15   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 16   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 17   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 18   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 19   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 20   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 21   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 22   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 23   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 24   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 25   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 26   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 27   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 28   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 29   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 30   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 31   | 3.225   | 1.785    | 1.298     | .961     | .613    |
| 32   | 3.250   | 1.785    | 1.298     | .961     | .613    |
| 33   |         | 1.785    | 1.298     | .961     | .613    |
| 34   |         | 1.785    | 1.298     | .961     | .613    |
| 35   |         | 1.785    | 1.298     | .961     | .613    |
| 36   |         | 1.785    | 1.298     | .961     | .613    |

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| UNIT | PHASE I | PHASE II | PHASE III | PHASE IV | PHASE V |
|------|---------|----------|-----------|----------|---------|
| 37   | 1.785   | 1.298    | .961      | .613     |         |
| 38   | 1.785   | 1.298    | .961      | .613     |         |
| 39   | 1.785   | 1.298    | .961      | .613     |         |
| 40   | 1.785   | 1.298    | .961      | .613     |         |
| 41   | 1.785   | 1.298    | .961      | .613     |         |
| 42   | 1.785   | 1.298    | .961      | .613     |         |
| 43   | 1.785   | 1.298    | .961      | .613     |         |
| 44   | 1.785   | 1.298    | .961      | .613     |         |
| 45   | 1.785   | 1.298    | .961      | .613     |         |
| 46   | 1.785   | 1.298    | .961      | .613     |         |
| 47   | 1.785   | 1.298    | .961      | .613     |         |
| 48   | 1.785   | 1.298    | .961      | .613     |         |
| 49   | 1.785   | 1.298    | .961      | .613     |         |
| 50   | 1.785   | 1.298    | .961      | .613     |         |
| 51   | 1.785   | 1.298    | .961      | .613     |         |
| 52   | 1.785   | 1.298    | .961      | .613     |         |
| 53   | 1.785   | 1.298    | .961      | .613     |         |
| 54   | 1.785   | 1.298    | .961      | .613     |         |
| 55   | 1.825   | 1.298    | .961      | .613     |         |
| 56   | 1.825   | 1.298    | .961      | .613     |         |
| 57   | 1.825   | 1.298    | .961      | .613     |         |
| 58   | 1.825   | 1.298    | .961      | .613     |         |
| 59   | 1.825   | 1.298    | .961      | .613     |         |
| 60   | 1.825   | 1.298    | .961      | .613     |         |
| 61   | 1.825   | 1.298    | .961      | .613     |         |
| 62   | 1.825   | 1.298    | .961      | .613     |         |
| 63   | 1.825   | 1.298    | .961      | .613     |         |
| 64   | 1.825   | 1.298    | .961      | .613     |         |
| 65   | 1.825   | 1.298    | .961      | .613     |         |
| 66   | 1.825   | 1.298    | .961      | .613     |         |
| 67   | 1.825   | 1.298    | .961      | .613     |         |
| 68   | 1.825   | 1.298    | .961      | .613     |         |
| 69   | 1.825   | 1.298    | .961      | .613     |         |
| 70   | 1.825   | 1.298    | .961      | .613     |         |
| 71   | 1.825   | 1.298    | .961      | .613     |         |
| 72   | 1.825   | 1.298    | .961      | .613     |         |

EXHIBIT "C"  
(SOUTHCAPE RESORT & CLUB CONDOMINIUM I)

EXHIBIT "C"  
 (SOUTHCAPE RESORT & CLUB CONDOMINIUM I)

| UNIT | PHASE I | PHASE II | PHASE III | PHASE IV | PHASE V |
|------|---------|----------|-----------|----------|---------|
| 73   |         |          | 1.298     | .961     | .613    |
| 74   |         |          | 1.298     | .961     | .613    |
| 75   |         |          | 1.298     | .961     | .613    |
| 76   |         |          | 1.298     | .961     | .613    |
| 77   |         |          | 1.352     | .961     | .613    |
| 78   |         |          |           | .961     | .613    |
| 79   |         |          |           | .961     | .613    |
| 80   |         |          |           | .961     | .613    |
| 81   |         |          |           | .961     | .613    |
| 82   |         |          |           | .961     | .613    |
| 83   |         |          |           | .961     | .613    |
| 84   |         |          |           | .961     | .613    |
| 85   |         |          |           | .961     | .613    |
| 86   |         |          |           | .961     | .613    |
| 87   |         |          |           | .961     | .613    |
| 88   |         |          |           | .961     | .613    |
| 89   |         |          |           | .961     | .613    |
| 90   |         |          |           | .961     | .613    |
| 91   |         |          |           | .961     | .613    |
| 92   |         |          |           | .961     | .613    |
| 93   |         |          |           | .961     | .613    |
| 94   |         |          |           | .961     | .613    |
| 95   |         |          |           | .961     | .613    |
| 96   |         |          |           | .961     | .613    |
| 97   |         |          |           | .961     | .613    |
| 98   |         |          |           | .961     | .613    |
| 99   |         |          |           | .961     | .613    |
| 100  |         |          |           | .961     | .613    |
| 101  |         |          |           | .961     | .613    |
| 102  |         |          |           | .961     | .613    |
| 103  |         |          |           | .961     | .613    |
| 104  |         |          |           | .961     | .613    |
| 105  |         |          |           | .961     | .613    |
| 106  |         |          |           | .961     | .613    |
| 107  |         |          |           | .961     | .613    |
| 108  |         |          |           | .961     | .613    |
| 109  |         |          |           | 1.017    | .613    |

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EXHIBIT "C"  
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|          | <u>PHASE I</u> | <u>PHASE II</u> | <u>PHASE III</u> | <u>PHASE IV</u> | <u>PHASE V</u> |
|----------|----------------|-----------------|------------------|-----------------|----------------|
| UNIT 110 |                |                 |                  |                 | .613           |
| UNIT 111 |                |                 |                  |                 | .613           |
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EXHIBIT "D"

TIME SHARE SUPPLEMENT TO MASTER DEED

of

SOUTHCAPE RESORT & CLUB CONDOMINIUM I

ATLANTIC METROPOLITAN CORPORATION, a Delaware Corporation ("Declarant" hereunder), does by this Time Share Supplement establish a common scheme and plan for the use, possession, enjoyment, repair, maintenance, restoration, remodeling and improvement of the condominium units, as well as the payment of taxes, common expenses, utilities and other expenses pertaining thereto.

1. Interval Ownership: The Declarant intends to sell "Intervals" in Condominium Units whereby the purchaser of an Interval will acquire an undivided fee simple interest in the Condominium Unit and its furnishings as a tenant in common with the present owners and successors in interest to each of the owners of the other undivided interests in and to the Condominium Unit and its furnishings, including, without limitation, the Declarant and its successors in interest, coupled with the exclusive right to use and occupy, as against such owners, the Condominium Unit including all improvements to be made or created thereto or therein in the future, appurtenant rights and easements and its furnishings during a specified time period or specified time periods each year and no more.

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2. Definitions:

(a) "Interval" shall mean an undivided fee simple interest in the Condominium Unit together with the exclusive right to use and occupy the Condominium Unit during one or more Use Periods.

(b) "Use Period" shall be the exclusive right to use and occupy a unit during a designated period of time, and such Use Periods are calculated as follows: Use Period No. 1 is the seven days commencing on the first Saturday in each year. Use Period No. 2 is the seven days succeeding. Additional Use Periods up to and including Use Period No. 51 are calculated in a like manner. Use Period No. 52 contains the seven days succeeding the end of Use Period No. 51 without regard to the month or year, plus any excess days not otherwise assigned. A Use Period runs from noon on the first Saturday of the Use Period purchased to noon on the last Saturday of said Use Period.

(c) "Unit committed to Interval Ownership" shall be any unit sold under a plan of Interval Ownership.

(d) "Owner" shall mean the grantee or grantees named in a deed or deeds which conveys one or more intervals, the successive owners of

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each Interval so conveyed, and Declarant with respect to any Interval not conveyed.

(e) "Service Hours" shall mean the five hours commencing at 11:00 a.m. on the last day of each Use Period, or such other reasonable time as may be designated by the Trustees.

(f) "Maintenance Week" shall mean one of the Use Periods so designated as Maintenance Week by Declarant pursuant to Paragraph 9 hereinbelow. The Condominium Unit shall be closed during Maintenance Week for maintenance purposes.

3. Committing a Unit to Interval Ownership: A Unit shall become a unit committed to Interval Ownership upon the recording of the first deed by the Declarant of an undivided interest in said Unit coupled with a Use Period. No Unit may be committed to Interval Ownership by any person, or other entity, other than the Declarant. A Unit will no longer be committed to Interval Ownership at such time as all Intervals pertaining to such Unit are owned by the same legal entity. Notwithstanding the above, the Declarant may assign its right to commit units to Interval Ownership to any other entity.

4. Exclusive Use and Occupancy:

(a) Each Interval Owner shall have the exclusive

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right to use and occupy the Condominium Unit and to use and enjoy the Common Areas for residential purposes only during the Use Period associated with his Interval (and, in the case of Declarant, during all Use Periods not included in any Intervals theretofore conveyed) but not during Service Hours. No such Owner shall occupy or use the Condominium Unit, or the Common Areas, during any other period of time, unless expressly permitted to do so by the owner of the Interval which includes that period of time.

(b) No owner shall have the right to use or occupy the Condominium Unit during Service Hours and Maintenance Weeks. Such Service Hours and Maintenance Weeks are reserved and set off for maintenance, cleaning and service purposes. Notwithstanding the foregoing, if an Owner's Interval includes two or more consecutive Use Periods in the Condominium Unit, the only Service Hour periods shall be on the first day of the first Use Period and the last day of the last of the consecutive Use Periods.

(c) Each Owner shall have the right to authorize other persons to use and occupy, as well



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as to rent or lease, the Condominium Unit during the Use Period covered by his Interval, or any part thereof, but shall be responsible for any loss, damage or destruction occurring during such occupancy as well as for the charges and expenses relating thereto.

5. Floating Use Periods: As set forth hereinafter, the Declarant reserves the right to designate certain Use Periods pertaining to certain units as Floating Use Periods, and the owners of Intervals associated with such "Floating Use Periods" ("Floating Use Period Owners" herein) hereby agree and mutually covenant that none of them shall exercise the exclusive right of use and occupancy of their Unit during the Use Period associated with their Interval, but shall rather be governed by the provisions of this Paragraph.

(a) Method of Designation: Declarant shall submit Units and Use Periods to the provisions of this Paragraph 5 by recording a Certificate of such designation at the Barnstable County Registry of Deeds setting forth: (1) the Unit submitted and (2) the Use Periods associated with that Unit which are being committed to the Floating Use Period plan hereunder. Provided that, the Declarant may not so designate a Use Period

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pertaining to an Interval which it no longer owns without the written consent of the Owner and all mortgagees of that Interval.

(b) Effect of this Paragraph: Regardless of the Use Period(s) included in the Interval(s) owned by any Floating Use Period Owner, and regardless of the particular Unit with which such Interval may be associated, no person shall have any right whatsoever to occupy said Unit at any time except pursuant to a reservation executed by or on behalf of the Trust, or the Management Firm appointed by the Trust.

Said reservations, and other rights associated with Floating Use Periods shall be in accordance with the following:

- (i) Each owner of a Floating Use Period shall be entitled to use and occupy any available unit and the common furnishings contained therein, together with the nonexclusive right to use the common facilities and recreational facilities, for seven (7) twenty-four (24) hour periods ("days" herein). Said Owners shall not occupy the unit, however, during times reserved by the Management Firm

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or trust for maintenance purposes.

(ii) Minimum stay of three (3) days.

(c) Reservations may not be made more than 270 days, nor less than seven (7) days in advance of the period reserved;

(d) There shall be no accrual or carry-over of unused time from year to year;

(e) Reservations and cancellations, check-in and check-out times, and other ministerial functions shall be in accordance with rules and regulations adopted by the Trust or the Management Firm;

(f) No reservation request will be honored if at the time of such request the Floating Use Period Owner is delinquent in the payment of his assessments, or any part thereof;

(h) Bonus Use: Notwithstanding the above, any day or days within a Floating Use Period which is not reserved prior to the six days immediately before said day or days, in accordance with reservation procedures set forth above, may be reserved by any Floating Use Period Owner, who may thereby increase his use and occupancy rights beyond the basic entitlement of seven

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(7) days per Interval Use Period, but in no event shall any said Floating Use Period Owner obtain use and occupancy rights to more than seven (7) additional days for each Interval owned. There shall be no minimum stay required for such Bonus Use, and there shall be a per diem charge associated with such Bonus Use as may be established by the Trust or Management Firm.

6. Management: Management of Units committed to Interval Ownership, maintenance and repair of said Units, acquisition, maintenance, repair and replacement of Common Furnishings, and administration of the affairs of Owners with respect to the use of the Units, occupancy of the Units and payment of expenses and costs enumerated herein is hereby committed to SOUTHCAPE RESORT & CLUB CONDOMINIUM I TRUST, which is hereby authorized to delegate same to a Management Firm. Trustees, by agreement of this date, have entered into a management contract with Southcape Management, Inc., ("Management Firm" herein), and in accordance therewith, does hereby delegate its management functions hereunder to said Southcape Management, Inc.

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The Trustees, and by delegation made herein, the Management Firm so appointed, shall have exclusive possession of Condominium Units during the Service Hours and Maintenance Weeks and is expressly authorized, in the Management Firm's discretion and on behalf of the owners, to do any or all of the following:

- (a) Formulate and promulgate procedures which Owners shall follow in possessing and vacating the Condominium Unit.
- (b) Repair, maintain, repaint, remodel, furnish or refurnish the Condominium Units or any parts thereof; establish reserves for anticipated costs, including the acquisition and replacement of Common Furnishings; and to buy, sell and pay for materials, supplies, furniture, furnishings, labor or services which the manager deems necessary or proper for the maintenance and operation of the Condominium Unit; to enter any unit for the purpose of performing emergency repairs or maintenance.
- (c) Make arrangements or contracts for necessary services.
- (d) Provide cleaning and maid services and perform maintenance and repairs during Service Hours.

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(e) Obtain and pay the cost of insurance policies covering the Common Furnishings against fire and other hazards customarily covered by an extended coverage provision, public liability insurance insuring against liability for personal injury or property damage resulting from an occurrence in the Condominium Unit, as well as insurance against such other risks as the Management Firm deems necessary or desirable.

(f) Obtain such legal, accounting and other professional services as are necessary to properly maintain and operate the Condominium Units and to properly carry out its obligations under this Time Share Supplement.

(g) Pay all property taxes, Common Expenses and other costs and charges affecting or relating to the Condominium Unit.

(h) Make and enforce reasonable rules and regulations from time to time as are necessary to or convenient in carrying out the intention and purpose of this Time Share Supplement.

(i) Take such action, including legal action, as it may judge necessary or advisable to remove from the Condominium Unit any person

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wrongfully occupying the same. Any such legal action may be brought in the Management Firm's name, or in the name of the Owner wrongfully deprived of such occupancy and use.

(j) Maintain records of repairs performed or to be performed, and the costs of such repairs, and collect from each Unit Owner such charges for which he is responsible pursuant to Paragraph 7(c) of this Time Share Supplement. Each Owner shall be responsible, pursuant to this provision, for the actions of all family, guests, invitees or lessees, and all other persons in the Condominium Unit or a Common Area with the Owner's express or implied consent.

(k) Prepare annual budgets and bill and collect from the Owners all sums payable by the Owners as provided herein, including, without limitation, the maintenance fees set forth in Paragraph 8.

(l) Provide administrative and such other services as are necessary to or convenient for the implementation of the "Floating Use Period" program as set forth in Paragraph 5 of this Time Share Supplement.

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(m) Do all things as are necessary to or convenient in carrying out the intention and purpose of this Time Share Supplement.

7. Interval Owners Covenants: Each Owner of a Unit committed to Interval Ownership agrees:

(a) to pay the proportionate share of the cost of the management, maintenance and repair associated with his Interval, set forth in Paragraph 8 hereinafter.

(b) not to make, cause, or allow to be made, any repairs, modifications, alterations, or replacements to the interior of his Unit, or of the furnishings, appliances, personal property, or decor thereof, without the prior written consent of the Board of Trustees of the Trust and all other Interval Owners therein.

(c) Expenses of repairs or replacements to the Unit or its components, furnishings, carpeting, appliances, or other property, real, personal, or mixed, occasioned by the specific use or abuse (as determined by the Management Firm) of any Interval Owner in any Unit, or any licensee or tenant of the Owner, shall be borne in their entirety by that Interval Owner.



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8. Management and Maintenance Fees: Each Interval Owner shall pay a Maintenance Fee Assessment, which shall consist of a proration of the following expenses, which proration shall be determined by applying a fraction, the numerator of which is the number of Intervals owned by a specific owner, the denominator of which is fifty-one (51), to the total of all such expenses for each Unit;

(a) The particular Interval Owner's share of the Condominium common expenses, as set forth in the Master Deed and Declaration of Trust of the Condominium.

(b) Repair and upkeep of Units for normal wear and tear (example: repainting interior walls).

(c) Repair and replacement of furniture, fixtures, appliances, carpeting and utensils.

(d) Casualty and/or liability insurance on the Unit.

(e) Utilities for the subject Unit.

(f) Real and personal property and any other applicable taxes.

(g) Establishment of reasonable reserves.

(h) Costs of management and administration, as set forth in Paragraph 6.

(i) Any other expenses incurred in the

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normal operation and maintenance of the Unit which cannot be attributed to a particular Interval Owner.

The Management Firm shall prepare an annual budget setting out the cash requirements it determines are reasonably necessary to meet the expenses associated with management of the Units. The first assessment of an Interval Owner shall be due and payable on January 1, 1983, or when said owner first occupies his Unit, whichever first occurs.

9. Maintenance Week in Units Committed to Interval Ownership: Upon conveying thirty (30) Intervals in any Unit committed to Interval Ownership, or six (6) months from the date of the first conveyance under Interval Ownership in any Unit committed to Interval Ownership, whichever date comes first, the Declarant agrees to convey and the Condominium Trust agrees to accept one Use Period to be used for maintenance purposes. The Declarant shall have the right to choose the Interval to be conveyed. In the event any one person, or legal entity, becomes holder of record title to all Intervals in any one Unit, that person may cause the Trust to convey the Interval conveyed to the Trust to it by notifying the Trust, in writing, of its desire that the Unit cease being a Unit committed to Interval Ownership. The Trust shall execute the necessary papers

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to complete the conveyance no later than sixty (60) days after notice. All expenses of the conveyance, including state stamps and recording fees, shall be borne by the person desiring the conveyance.

10. Holdover Interval Owners: In the event any Interval Owner fails to vacate his Unit at the expiration of his Use Period, or at such earlier time as may be fixed by the Rules and Regulations adopted by the Management Firm from time to time, he shall be deemed a "Holdover Owner." It shall be the responsibility of the Management Firm to take such steps as may be necessary to remove such Holdover Owner from the Unit, and to assist the Owner of any subsequent interval, who may be affected by the Holdover Owner's failure to vacate, to find alternate accommodations during such holdover period.

(a) In addition to such other remedies as may be available to it, the Management Firm shall secure, at its expense, alternate accommodations for any Owner who may not occupy his Unit due to the failure to vacate any Holdover Owner. Such accommodations shall be as near in value to the Owner's own Unit as possible. The Holdover Owner shall be charged for the cost of such alternate accommodations, any other costs incurred due to

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to his failure to vacate, and a penalty to be determined by the Management Firm.

In the event it is necessary that the Management Firm contract for a period greater than the actual period of holding over, in order to secure alternate accommodations as set forth above, the entire period shall be the responsibility of the Holdover Owner, although the penalty shall cease upon actual vacating by the Holdover Owner. The Management Firm shall submit a bill to the Holdover Owner in accordance with this Paragraph, which, if not paid within thirty (30) days, shall be regarded as an unpaid assessment, enforced pursuant to Paragraph 13 hereinafter.

The above provisions shall not abridge the Management Firm's right to take such other action as is provided by law including, but not limited to, eviction proceedings.

11. Waiver of Partition: Except as provided in Paragraph 14 hereinafter, no Interval Owner or other person or entity acquiring any right, title or interest in a Unit committed to Interval Ownership shall institute, cause, permit, participate in or acquiesce in permitting the institution of any action to seek or obtain partition of the Unit, sale of the Unit in lieu of partition, or separately identify his common interest; provided, however, that nothing herein contained shall prohibit a judicial sale of an Inter-

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val owned by two (2) or more persons in lieu of partition as between such co-owners of an Interval.

12. Severance: Each Use Period and the undivided fractional fee interest to which it is appurtenant is inseparable, must be treated as a whole and may not be separated or divided. To this end, no Use Period shall be severed or separated from the undivided fractional fee interest in the Condominium Unit to which it is appurtenant.

13. Effect of Nonpayment of Assessment:

(a) Any assessment which is not paid when due shall be deemed delinquent and shall, together with such interest thereon and cost of collection thereof as hereinafter provided, become a continuing lien on the Interval and appurtenant interests of the delinquent Owner, which shall bind the Interval in the hands of said Owner, his heirs, devisees, representatives and assigns. The personal obligation of the said Owner to pay such assessment, as opposed to the continuing lien, shall remain his personal obligation and shall not pass to his successors in title unless expressly assumed by them.

(b) Any assessment which is not paid within thirty (30) days after its due date shall bear in-

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terest from said due date at the rate of eighteen percent (18%) per annum, and the manager may bring an action against the Owner personally obligated to pay the same or may foreclose the lien against said Interval in the manner provided by statute for the foreclosure of power of sale mortgages, and there shall be added to the amount of such assessment the cost of processing such action, or foreclosing said lien, including reasonable attorney's fees, and said interest.

(c) The Management Firm may file from time to time as the occasion arises, a Notice of Lien in the Barnstable County Registry of Deeds against any Interval for the amount of any assessment, plus interest, costs and attorney's fees, not paid within thirty (30) days from its due date.

(d) No owner shall be entitled to use, occupy, rent, lease, or make any use of his Interval from and after the moment a Notice of Lien is filed until the amounts secured thereby have been paid in full, but the Management Firm shall be entitled to (but need not) rent such Use Period and apply the rental proceeds against the amounts due.

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(e) The lien and right to foreclose shall be in addition to and not in substitution for all other rights and remedies which the Owners or Management Firm may have hereunder.

14. Termination: All occupancy rights associated with Use Periods created under this Time Share Supplement shall terminate on December 31, 2022, if not extended as hereinafter provided; provided that, excepting only the provisions for partition as hereinafter set forth, nothing in this Paragraph shall serve to terminate the fee simple interest of Interval Owners. Upon such termination, all occupancy rights associated with Interval Ownership shall cease, provided that the Board of Trustees of the Trust shall, not less than thirty (30) days, nor more than sixty (60) days prior to said Termination Date, call a meeting of all Owners of Intervals in Units committed to Interval Ownership. At such meeting a vote shall be taken to decide the disposition of the Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all owners of Intervals in Units committed to Interval Ownership. At such meeting, the Owners, by a majority vote, may vote to continue their Intervals, in which case the provisions of this Time Share Supplement shall be adopted as covenants running with the land for

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a period of ten (10) years. The Board of Trustees of the Trust shall, no less than thirty (30) days, nor more than sixty (60) days prior to the actual expiration of said ten-year period, call a meeting of all Owners of Intervals in Units committed to Interval Ownership. A quorum at such meeting shall be a majority of the total outstanding votes of all Owners of Intervals in Units committed to Interval Ownership. The Owners may then vote to continue the Intervals for an additional ten-year period. This process shall be repeated as the end of such successive ten-year period approaches. Should less than a majority of the Owners vote to continue the Intervals at such meeting, then the Board of Directors of the Trust shall file suit in a Court of competent jurisdiction in Barnstable County, Massachusetts for partition of the Unit(s).

EXECUTED as a sealed instrument \*this 23rd day of  
July, 1982.



ATLANTIC METROPOLITAN CORPORATION

By: *Aurin Primack*  
Aurin Primack, Senior Vice President

By: *Richard A. Koory*  
Richard A. Koory, Secretary

COMMONWEALTH OF MASSACHUSETTS

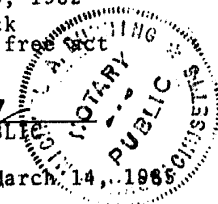
Barnstable, ss.

July 23, 1982

Before me appeared the above-named Aurin Primack who acknowledged the foregoing instrument to be the free act and deed of said corporation.

*Richard A. Koory*  
NOTARY PUBLIC

My Commission Expires: March 14, 1985





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EXHIBIT "E" TO MASTER DEED

OF SOUTHCAPE RESORT & CLUB CONDOMINIUM I

INITIAL RULES AND REGULATIONS

The Rules and Regulations hereinafter enumerated as to the Condominium Property, the Common Areas and Facilities and the Condominium Units shall be deemed in effect until amended by the Trustees of Southcape Resort & Club Condominium I Trust, ("Trust" hereinafter) or the Management Firm designated by said Trustees, and shall apply to and be binding upon all Unit Owners, which term shall include Interval Owners as to units committed to Interval Ownership. The Unit Owners shall, at all times, obey said Rules and Regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said Initial Rules and Regulations are as follows:

1. The sidewalks, if any, walkways, entrances, and all of the Common Areas and Facilities must not be obstructed or encumbered or used for any purpose (excluding patios, decks and balconies) other than ingress and egress to and from the premises; nor shall any carriages, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be left therein or thereon.

2. The personal property of all Unit Owners shall be stored within their Condominium Units.

3. No garbage cans, supplies, or other articles shall be placed on the patios, decks, balconies, and entry ways, nor shall any linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles be shaken or hung from any of the windows, doors, patios, decks, balconies or entry ways, or exposed on any part of the Common Areas and Facilities, and the Common Areas and Facilities shall be kept free and clear of refuse, debris and other unsightly material.

4. No Unit Owner shall allow anything whatsoever to fall from the windows, patios, decks, balconies, entry ways or doors of the premises, nor shall he sweep or throw from his Unit any dirt or other substances outside of his Unit or on the Common Areas and Facilities of the Condominium.

5. Refuse and bagged garbage shall be deposited only in the area provided therefor.

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6. No Unit Owner shall store or leave boats, trailers, mobile homes, recreation vehicles and the like on the Condominium Property except in areas designated for same.

7. Employees of the Trust or Management Firm shall not be sent off the Condominium premises by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the employees of the Management Firm or the Trust.

8. No Unit Owner shall make or permit any disturbing noises by himself, his family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier in his Unit, in such a manner as to disturb or annoy other occupants of the Condominium. Residents shall reduce the volume as to the foregoing from 11:00 P.M. to 8:00 A.M. each day.

9. No radio or television installation, or other wiring, shall be made without the written consent of the Trustees.

10. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on or upon any part of the Condominium Units or Condominium Property by any Unit Owner or occupant without written permission of the Trustees.

11. Complaints regarding the service of the Condominium shall be made in writing to the Management Firm, as long as the Management Agreement remains in effect, and thereafter, to the Trustees.

12. No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit except such as are required for normal household use.

13. Payments of assessments, maintenance fees and per diem charges shall be made at the office of the Management Firm, as designated in the Management Agreement. Payments made in the form of checks shall be made to the order of such party as the Management Firm shall designate.

14. All Owners of Intervals in Condominium Units committed to Interval Ownership shall vacate their Units no later than 11:00 A.M., on the last day of their Use Period. No such Owner shall take possession of his Unit earlier than

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4:00 P.M., on the day on which his Use Period commences

15. No pets shall be allowed on the Condominium Property, or in any Condominium Unit.

16. Each Condominium Unit shall not be occupied by more than six (6) people at any one time without the written approval of the Management Firm.