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NOT MASTER DEED
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AUNT TEMPY'S CONDOMINIUM

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BENJAMIN INVESTMENTS, INC., a Massachusetts corporation, sole owner of the premises in Barnstable (Osterville), Barnstable County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create and do hereby create a condominium to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

1. Name: The name of the condominium shall be AUNT TEMPY'S CONDOMINIUM.

2. Description of Land: The premises which constitute the CONDOMINIUM consist of the land, with the buildings thereon, situated in Barnstable (Osterville), Barnstable County, Massachusetts, and is described in Exhibit "A", annexed hereto and made a part thereof.

3. Description of the Buildings: There are five (5) buildings, designated, described, containing units and consisting of stories as follows:

- (a) Building No. 1 is a two-story structure of wood frame construction, with wood siding, asphalt shingle roof, a cellar and contains five (5) units. (Units 1A, 1B, 1C, 1D and 1E)
- (b) Buildings Nos. 2, 3 and 4 are one story structures, of wood frame construction, with wood siding, partial basements, asphalt shingle roofs and each contains one unit.
- (c) Building No. 5 is a one story structure of wood frame construction, with wood siding, asphalt shingle roof and contains two units. (Units 5A and 5B)

4. Designation of Units and their Boundaries: The CONDOMINIUM units (hereinafter referred to as "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" hereto annexed.

Site Plan 343-64

Unit Plans 343-65

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The boundaries of those Units contained in Buildings Nos. 1 and 5 with respect to the floors, ceilings, and the walls, doors and windows thereof are as follows:

- (a) Floors: The plane of the upper surface of the joists.
- (b) Ceilings: The plane of the lower surface of the ceiling joists or, in the case of Units or portions of Units situated immediately beneath an exterior roof, the plane of the lower surface of the roof rafters.
- (c) Interior Building Walls: The plane of the surface facing such Unit of the wall studs.
- (d) Exterior Building Walls, Doors and Windows: As to walls, the plane of the interior surface of the wall studs; as to doors, the exterior surface thereof; and as to windows, the exterior surfaces of the glass and of the window frames.

The boundaries of those units contained in Buildings Nos. 2, 3 and 4 with respect to the floors, ceilings, roofs, walls, doors, and windows thereof are as follows:

- (a) Floors: The plane of the lower surface of the floor joists.
- (b) Roofs: The exterior surface of the roof shingles.
- (c) Exterior Building Walls, Doors and Windows: As the walls, the exterior surface of the shingles or other sidings; as to doors, the exterior surface thereof; and as to windows, the exterior surfaces of the glass and of the window frames.

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 Building 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 utility lines and other Common Elements located in such Unit and serving other Units or Common Elements. Each Unit having a patio and/or deck located alongside and adjacent thereto shall have appurtenant thereto the exclusive right to use said patio area and/or deck. Where a deck and/or patio is located alongside and adjacent to two (2) or more

Units, the exclusive use of said deck and/or patio shall be divided between the said Units by extending the plane dividing each Unit from the adjacent Unit(s) so that said deck and/or patio is divided into as many parts as there are Units adjacent thereto. Provided, however, where such division has the effect of placing the access to the stairs or steps of such deck and/or patio in the area of exclusive use of one Unit, there is appurtenant to the remaining Units the right of access to said stairs or steps across said area of exclusive use.

5. Common Areas and Facilities. The common areas and facilities of the CONDOMINIUM consist of:

- (a) the land above described, together with the benefit of and subject to the matters set forth in Section 2 above;
- (b) the foundations, and for Buildings Nos. 1 and 5 the structural columns, girders, beams, supports, exterior walls, roof and common walls within said Buildings;
- (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) basement areas, except that the basement areas of Buildings Nos. 2, 3 and 4 are reserved for the exclusive use of the owners of Units 2, 3 and 4 respectively.
- (e) the yards, lawns, gardens, walkways and the improvement thereon and thereof, including walls, bulkheads, railings, steps, lighting fixtures and planters.
- (f) the entrance hall and stairs in Building No. 1 leading from the first floor to the second floor; and
- (g) 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 following percentages set forth opposite each Unit:

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Unit Designation

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1A A N
1B B I C I A L
1C C O P Y
1D
1E
2
3
4
5A
5B

Percentages of Common Areas and Facilities

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12.50%
6.25%
6.25%
12.50%
9.38%
14.06%
14.06%
9.375%
9.375%

The common areas and facilities shall be subject to the provisions of the AUNT TEMPY'S CONDOMINIUM TRUST, hereinafter referred to, and to the rules and regulations promulgated pursuant thereto with respect to the use thereof, assignments of certain such facilities to particular Unit owners (as, for example, storage space of parking space), and payments required therefor.

6. Floor Plans: The floor plans of the Buildings showing the layout, location, unit numbers and dimensions of Units, stating the name of the Buildings, and bearing the verified statement of a registered engineer or land surveyor, certifying that the plans fully and accurately depict the same, drawn by Cape & Islands Surveying, Inc., dated October 18, 1979, are captioned "Plan of Lane located in Barnstable, Osterville, Mass. prepared for Benjamin Investments, Inc." and are in two sheets attached hereto as follows:

(1) "Site Plan"; (2) "Floor Plans".

7. Purposes: The Buildings and the Units and other facilities therein, are intended to be used for residential purposes only, but this specifically does not prohibit the renting of units by unit owners.

8. Restrictions on Use: Unless otherwise permitted by instrument in writing duly executed by the Trustees of the AUNT TEMPY'S CONDOMINIUM TRUST pursuant to provisions of the By-laws thereof:

- (a) no Unit shall be used for any purpose other than a purpose permitted under Section 7 above;
- (b) owners of Units contained in Buildings Nos. 2, 3 and 4 shall be responsible for maintaining their own Unit, including, but not limited to, the plumbing, heating, roof, doors, windows and siding thereof, and the cost of such maintenance shall not be a common expense.

- (c) The owners of Units contained in Buildings Nos. 1 and 5 shall be responsible for maintaining the building in which their Unit is contained, including, but not limited to, the plumbing, heating, roof, doors, windows and siding thereof, and the cost of such maintenance shall not be a common expense of all Unit owners, but shall be prorated among the owners of Units contained within each said Building according to the percentage which the square footage of each Unit bears to the square footage of the entire Building. Provided that nothing contained herein shall relieve the individual Unit owner of the responsibility of maintaining his own Unit, and all utilities and installations therein which do not serve other Units.
- (d) 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 or any exterior light, door knocker or other exterior hardware shall be made, and no painting, attaching of decalcamania 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 Trustees of the AUNT TEMPY'S CONDOMINIUM TRUST, but this subparagraph (d) shall not restrict the rights of Unit owners to decorate the interiors of their Units as they may desire; and
- (e) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-laws of the AUNT TEMPY'S CONDOMINIUM TRUST and regulations which may be adopted pursuant thereto.

Said restrictions shall be for the benefit of the owners of all of the Units and Trustees of the AUNT TEMPY'S CONDOMINIUM TRUST as managers of the common areas and facilities, shall be enforceable solely by said Trustees, 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 ownership thereof.

9. Amendments: This Master Deed may be amended by an instrument in writing (a) signed by the owners of Units entitled to seventy-five percent (75%) or more of the undivided interests in the common areas and facilities; (b) signed and acknowledged by

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a majority of the Trustees of the AUNT TEMPY'S CONDOMINIUM TRUST;
and (c) duly recorded with the Barnstable County Registry of
Deeds, PROVIDED, HOWEVER, that:

- (a) The date on which any such instrument if first signed by a Unit owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- (b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;
- (c) No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the owners of all of the Units and said instrument is therein designated as an Amended Master Deed;

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- (d) No instrument of amendment which alters this Master Deed in any manner which would render it contrary to or inconsistent with any requirements or provisions of said Chapter 183A of the General Laws of Massachusetts shall be in any force or effect.

10. Trust: The trust through which the Unit owners will manage and regulate the CONDOMINIUM established hereby is the AUNT TEMPY'S CONDOMINIUM TRUST under Declaration of Trust, dated April 29, 1980, 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 in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present trustees thereof (therein designated as the Trustees thereof) are as follows:

LAUREN P. STAPLETON
234 Parker Road
Osterville, MA 02655

Said Trustees have enacted By-laws, 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.

11. The Unit and Common areas and facilities of each Unit owners and Trustees of the AUNT TEMPY'S CONDOMINIUM TRUST, shall have the benefit of and be subject to the provisions of Chapter 183A of the General Laws of Massachusetts, and in all respects not specified in this Master Deed or in the Declaration of Trust of the AUNT TEMPY'S CONDOMINIUM TRUST and the By-laws set forth therein shall be governed by provisions of Chapter 183A in their relation to each other and to the CONDOMINIUM established hereby, including, without limitation, provisions thereof with respect to common expenses, funds and profits with respect to removal of the CONDOMINIUM premises or any portion thereof from the provisions of said Chapter 183A.

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

13. Invalidity: The invalidity of any provisions of this Master Deed shall not be deemed to impair or effect 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 provisions had never been included herein.

14. 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 of any of the provisions stated above conflict with the provisions of said statute, the provisions of said statute shall control.

Executed as a sealed instrument this 22nd day of May 1980.

BENJAMIN INVESTMENTS, INC.

BY: Harry B. Miller, Jr.
Harry B. Miller, Jr.
President and Treasurer

For Corporate Vote, see Book 3019,
Page 008.



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COMMONWEALTH OF MASSACHUSETTS

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Then personally appeared the above named Harry B. Miller, Jr.,

President and Treasurer, and acknowledged the foregoing instrument
to be the free act and deed of said corporation, before me

Lucille B. Proulx
Notary Public

My Commission Expires



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EXHIBIT "A" - Master Deed

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A certain parcel of land with the buildings thereon situated in Barnstable, (Osterville) Barnstable County, Massachusetts, containing 47,878 square feet, more or less, and shown on plan of land entitled, "Plan of Land located in Barnstable, Osterville, Mass. prepared for Benjamin Investments, Inc., October 18, 1979, Scale 1" = 20' Plan No. 791018, File No. 130BA, Drawn by JS NB 126 Cape & Islands Surveying, Inc., P. O. Box 334, Teaticket, Mass.", which said plan is recorded herewith.

For title see deed dated November 21, 1979 from Roger P. Morgan recorded in Book 3019, Page 006.

EXHIBIT "g" - Master Deed
 Descriptive Schedule of Condominium Units
 as Required by G.L.C. 183A, S. 8(d)

Location	Approximate Area (sq. ft.)	Number of Rooms	Immediate Common Area to which Unit has access
Building No. 1	955	Five	Grounds
Building No. 1	409	Three	Grounds
Building No. 1	336	Three	Grounds
Building No. 1	316	Two	Grounds
Building No. 1	983	Five	Stairs, Bldg. 1
Building No. 2	522	Three	Grounds
Building No. 3	673	Four	Grounds
Building No. 4	717	Five	Grounds
Building No. 5	660	Three	Grounds
Building No. 5	660	Three	Grounds

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