

AMENDED AND RESTATED MASTER DEED

AND

DECLARATION OF CONDOMINIUM

HIDEAWAY VILLAGE, INC. of BOURNE, MASSACHUSETTS, hereinafter referred to as the DEVELOPER, being the owner in fee simple of the land located in Buzzards Bay (Bourne), Barnstable County, Massachusetts, and having declared a Condominium on said land in accordance with the provisions of General Laws Chapter 183A by a Declaration of Condominium executed on March 31, 1983, and recorded with Barnstable County Registry of Deeds on April 4, 1983, at Book 3708, Page 317, and being the Owner of all Units in said Condominium, hereby revises and amends said Declaration and declares the following to be the Amended and Restated Master Deed and Declaration of Condominium pursuant to the provisions of Article XVII of said original Declaration. Said amendments were proposed by the Developer in its capacity as owner of all the units and as a member of Hideaway Village Condominium Association, Inc., the organization of Unit Owners; were approved by the Board of Directors of said organization of Unit Owners; and are certified as being so adopted and approved by two officers of said organization, as endorsed hereafter. Said Amended and Restated Master Deed and Declaration of Condominium hereby replaces said original Declaration of Condominium, and reads in its entirety as follows:

HIDEAWAY VILLAGE, INC. of BOURNE, MASSACHUSETTS, hereinafter referred to as the DEVELOPER, being the owner in fee simple of the land located in Bourne, Barnstable County, Massachusetts, hereinafter referred to as the PROPERTY, as defined in Article I, Section 12 hereof, as follows, HEREBY DECLARES on behalf of itself, its heirs, executors, administrators, successors and assigns to its grantees and their respective heirs, successors, assigns, executors and administrators as well as to any and all persons having, acquiring or seeking to have or acquire any interest of any nature whatsoever in and to any part of the Property,

THAT HIDEAWAY VILLAGE, INC., as Developer hereby recreates and continues a condominium governed by and subject to the provisions of Massachusetts General Laws Chapter 183A on the Property and declares that the Property, from and after the date of the recording of the Declaration in the Barnstable County Registry of Deeds, is and shall continue to be subject to each and all of the terms hereof and of said Chapter 183A until this Declaration is terminated or abandoned in accordance with the provisions herein elsewhere contained.

I. DEFINITIONS: As used herein or elsewhere in the Condominium Documents, unless otherwise provided, or unless the

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context requires otherwise, the following terms shall be defined as follows:

1. Unit: Each Unit shall consist of a wood frame building with dimensions as, and located as, shown on the Plans which are appended hereto, said building having one or more stories as shown on said Plans. Said Unit shall consist of the entirety of said building, including inner and outer walls, and including all water and sewer connections to said building to the point where they enter the ground at ground level. Each such building shall consist of one or more rooms as the same has heretofore and may hereafter from time to time be divided.

2. Unit Owner: the person, persons or entity holding title in fee simple to a unit.

3. Assessment: that portion of the cost of maintaining, repairing and managing the Property which is to be paid by each Unit Owner, which respective portions, except as herein specifically otherwise provided, are set forth in Article XVI Section 1 and in Exhibit C hereof.

4. Association: the "Hideaway Village Condominium Association, Inc." and its successors, a corporation duly organized under the laws of the Commonwealth of Massachusetts with a principal place of business at Bourne, Massachusetts. Copies of the By-Laws of said corporation, are annexed hereto and made a part hereof as Exhibits B.

5. Common Elements or Areas: The entire Property other than the Units, including without limitation all the land contained in the Property, both open land and the land underlying the Units.

6. Common Expenses: The actual and estimated costs of

(a) maintenance, management, operation, repair and replacement of the Common Elements and those parts of the Units as to which, pursuant to other provisions hereof, it is the responsibility of the Association to maintain, repair and replace;

(b) management and administration of the Association, including, without limitation, compensation paid by the Association to a managing agent, accountants, attorneys, and other employees;

(c) any other items held by or in accordance with the provisions of this Declaration or the Condominium Documents to be common expense.

7. Common Surplus: the excess of all receipts of the association including but not limited to assessments, rents,

profits and revenues on account of the common elements, over the amount of common expenses.

8. Condominium Documents: this Declaration and the Exhibits annexed hereto as the same from time to time may be amended. Said exhibits are as follows:

Exhibit A: "Engineer's Plans": A set Plans of the Property, recorded with the Barnstable County Registry of Deeds at Plan Book 371, Pages 86 through 93, inclusive, which are incorporated by reference in this Amended and Restated Master Deed and Declaration of Condominium as if contained in full herein.

Exhibit B: By-Laws of Hideaway Village Condominium Association, Inc., which are recorded as Exhibit B to the original Declaration of Condominium of Hideaway Village recorded with Barnstable County Registry of Deeds at Book 3708, Page 317, and which are incorporated by reference in this Amended and Restated Master Deed and Declaration of Condominium as if contained in full herein.

Exhibit C: A schedule of the percentage interest of each Unit.

9. Developer: Hideaway Village, Inc., its heirs, executors, administrators, successors and assigns.

10. Person: Developer and any individual, firm, corporation, trustee, or other entity capable of holding title to real property.

11. Plans and specifications: The plans and specifications referred to in Article I Section 8 hereof.

12. Property: The land located in Bourne, Barnstable County, Massachusetts being more particularly bounded and described as follows:

A certain parcel of land with the improvements thereon located on the Southerly side of Head of Bay Road, containing 28.3 acres +/-, and being shown on a plan entitled, "Site Plan Hideaway Village Condominium, in Bourne, Massachusetts, scale 1"-60', December 8, 1982, Hayward-Boynton & Williams, Inc., Surveyors-Civil Engineers, 140 School Street, Brockton, Mass." is bounded and described as follows:

Beginning at a point in the Southerly line of Head of Bay Road, said point being the Northwesterly corner of Land of Holy Order of Mans (LC 16920A) and being the Northeasterly corner of the herein described parcel;

THENCE by Land of Holy Order of Mans S 43° 48' 26" E a distance of 65 feet, more or less, to Buttermilk Bay;

THENCE by said Bay a distance of 3500 feet, more or less, to a brook and land now or formerly of John B. Bourne;

THENCE by said brook and land of said Bourne a distance of 1050 feet, more or less, to a drill hole set in a concrete headwall;

THENCE still by land of said Bourne N 42° 01' 34" E a distance of 5.29 feet to the Southerly sideline of Head of Bay Road;

THENCE by the Southerly sideline of said road by the following six courses:

- N 84° 25' 44" E a distance of 11.10 feet to a county bound,
- S 83° 08' 40" E a distance of 636.22 feet to a point,
- S 75° 39' 31" E a distance of 84.57 feet to a point,
- N 89° 05' 29" E a distance of 110.00 feet to a point,
- N 47° 45' 20" E a distance of 153.02 feet to a point,
- N 66° 38' 19" E a distance of 128.05 feet to the point of beginning.

13. Share: The percentage of interest of each Unit as set forth in Article IV and Exhibit C hereof.

II. CONDOMINIUM NAME: The name of this condominium is Hideaway Village.

III. NAME OF ORGANIZATION OF UNIT OWNERS: The name of the organization of unit owners is Hideaway Village Condominium Association, Inc., a corporation duly organized under the laws of the Commonwealth of Massachusetts with a principal place of business at Bourne, Massachusetts. Hideaway Village Condominium Association, Inc., herein referred to as the Association, has enacted Bylaws pursuant to Massachusetts General Laws Chapter 183A.

IV. DESCRIPTION OF COMMON AREAS AND FACILITIES AND PROPORTIONATE INTEREST OF EACH UNIT THEREIN: The Common Areas

and Elements shall be as defined in Article I, Section 5 hereof, and each Unit Owner shall have a share thereof as set forth in the Schedule which is Exhibit C hereto.

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

1. Covenant against Partition. In order to effectuate the intent hereof and to preserve the Condominium and the Condominium method of ownership, the Property shall remain undivided and no person, irrespective of the nature of his interest in the Property, shall bring any action or proceeding for partition or division of the Property or any part thereof until the termination of the Declaration in accordance with provisions herein elsewhere contained. An exception to this clause in the event of casualty damage is set forth in Article XI hereof.

2. Rules and Regulations Promulgated by Association. No person shall use the Common Elements or any part thereof in any manner contrary to or not in accordance with such rules and regulations pertaining thereto as from time to time may be promulgated by the Association. Without in any manner intending to limit the generality of the foregoing, the Association shall have the right but not the obligation, to promulgate rules and regulations limiting the use of the Common Elements to members of the Association and their respective invitees, as well as to provide for the exclusive use by a Unit Owner and his invitees, for specific occasions of the reception room and conference room or other similar facilities. Such use may be conditioned upon, among other things, the payment by the Unit owner of such assessment as may be established by the Association for the purpose of defraying costs thereof.

3. Maintenance, repair, management and operation of the Common Elements shall be the responsibility of the Association, but nothing herein contained however shall be construed so as to preclude the Association from delegating to persons, firms, or corporations of its choice, such duties as may be imposed upon the Association by the terms of this subarticle V (3) and as are approved by the Board of Directors of the Association.

4. Expenses incurred or to be incurred for the maintenance, repair, management and operation of the Common Elements shall be collected from Unit Owners as assessed, in accordance with the provisions contained elsewhere herein.

5. Subject to the rules and regulations from time to time pertaining thereto, all Unit Owners may use the Common Elements in such manner as will not restrict, interfere with or impede the use thereof by other Unit Owners.

6. Alterations and Improvements. The Association shall have

the right to make or cause to be made such alterations and improvements to the Common Elements (which do not prejudice the right of any Unit Owner unless his written consent has been obtained), provided the making of such alterations and improvements are first approved by the Board of Directors of the Association and all first mortgagees of individual units.

(a) If fifty per cent or more but less than seventy-five per cent of the Unit Owners agree to make an improvement to the common areas and facilities, and assess the cost therefor, the cost of such improvement shall be borne solely by the Owners so agreeing.

(b) Seventy-five per cent or more of the Unit Owners may agree to make an improvement to the common areas and facilities and assess the cost thereof to all Unit Owners as a common expense, but if such improvement shall cost in excess of ten per cent of the then value of the condominium, any Unit Owner not so agreeing may apply to the Barnstable County Superior Court on such notice to the Association as the Court shall direct, for an order directing the purchase of his unit by the Association at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

7. Shares of Unit Owners. The Shares of the Unit Owners in the Common Elements shall be as stated in Article IV and in Exhibit C and may be altered only by amendment hereof executed in form for recording by all of the Unit Owners and First Mortgagees of such Owners. No such alteration shall affect the lien of prior recorded mortgages unless written consent of the holder of such mortgage is obtained and recorded.

8. The share of a Unit Owner in the Common Elements is appurtenant to the Unit owned by him, and inseparable from Unit Ownership.

VI. MAINTENANCE AND REPAIR OF UNITS:

1. The Association, at its expense, shall be responsible for the maintenance and repair of the common areas and elements, including but not limited to the following:

(a) all incidental damage caused to a Unit by such work as may be done or caused to be done by the Association in accordance herewith;

(b) maintenance of the common areas of the Condominium to be maintained according to reasonably acceptable standards, including, but not limited to, lawn care and such other normal maintenance and repair work as may be necessary;

(c) execution of contracts for water, exterior lights, refuse collection, exterior electric service, vermin extermination,

and other necessary services; also place orders for such equipment, tools, appliances, materials and supplies as are necessary to properly maintain the Condominium;

(d) provision of insurance needed to adequately protect the Association (or as required by law), including, but not limited to public liability insurance, fire and extended coverage insurance, as is more particularly set forth in this Declaration of Condominium.

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

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

(a) to maintain, repair and replace at his expense, all portions of the Unit;

(b) to perform his responsibilities in such manner so as not unreasonably to disturb the rights of other Unit owners;

(c) to promptly report to the Association or its agent any defect or need for repairs or maintenance, the responsibility for the remedying of which is with the Association;

(d) not to make any alterations in the Unit or remove any portion thereof or make any additions thereto or do anything which would or might jeopardize or impair the safety or soundness of the Unit or to make any such alterations or additions other than in conformance with applicable local, state, and federal statutes and regulations.

(e) to maintain and keep in good order the portion of the Common Area in which that Unit has an easement of use, as set forth in Article VII hereof, and further to maintain, repair, and replace at his or her own expense the sewage disposal system serving said Unit, wheresoever the same may be located.

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

VII. UNITS SHALL BE CONSTITUTED AS FOLLOWS:

1. Real Property. Each Unit shall, for all purposes, constitute real property which may be owned in fee simple and which may be conveyed, transferred and encumbered in the same manner as any separate parcel of real property, independently of all other parts of the Property, subject only to the provisions of this Declaration.

2. Appurtenances. Each Unit shall include and the same shall pass with each Unit as an inseparable appurtenance thereto, whether or not separately described, conveyed or encumbered, all of the rights, title and interest of a Unit Owner in the Property, which shall include but not be limited to:

(a) Common Elements: an undivided share of the Common Elements, such undivided share to be that portion set forth in Article IV and Exhibit C hereof;

(b) Association stockholdership and funds and assets held by the Association for the benefit of the Unit Owner;

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

(i) Ingress and Egress. Easements through the Common Elements for ingress and egress for all persons making use of such Common Elements in accordance with the terms of the Condominium Documents.

(ii) Maintenance, Repair and Replacement. Easements through the Units and Common Elements for maintenance, repair and replacement of the Units and Common elements and for provision and maintenance of utilities (including but not limited to electric service, water, gas, sewer, and telephone) to the Units. Use of these easements, however, for access to the Units shall be limited to reasonable hours, except that access may be had at any time in case of emergency.

(iii) Emergency Easements of Ingress and Egress. Easements whenever reasonably required for emergency ingress and egress.

All such appurtenances, however, shall be and continue to be subject, where applicable, to the appurtenances and easements for the benefit of all other Units.

In addition, each Unit shall have appurtenant thereto the exclusive right and easement, exerciseable subject to and in accordance with the provisions of this Master Deed and Declaration of Condominium, the By-Laws of the Association, and the Rules and Regulations adopted pursuant thereto, to use the area designated on the Plans for the use of such Unit.

VIII. PURPOSE AND USE RESTRICTIONS: The purpose of this condominium is to provide for the operation of the Property with the condominium form of ownership. In order to provide for a congenial occupation of the Property and to provide for

the protection of the values of the Units, the use of the Property shall be restricted to and be in accordance with the following provisions:

1. The common elements shall be used for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of the Units.

IX. CONVEYANCES: The sale, leasing and mortgaging of Units shall be subject to the following provisions until this Declaration is terminated in accordance with provisions herein elsewhere contained:

1. Sale or Lease. No Unit Owner may dispose of a Unit or any interest therein by sale or by lease without approval of the Board of Directors, except as elsewhere provided herein, which approval of the Association shall be obtained in the manner hereinafter provided.

(a) Notice to Association. A Unit Owner intending to make a sale or lease of his Unit or any interest therein shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, such other information as the Association reasonably may require and the terms of the proposed transaction. The giving of such notice shall constitute a warranty and representations by the Unit Owner to the Association and any purchaser or lessee produced by the Association as hereinafter provided, that the Unit Owner believes the proposal to be bona fide in all respects.

(b) Election of Association. Within thirty (30) days after receipt of such notice, the Board of Directors of the Association shall either approve the transaction or furnish a purchaser or lessee approved by the Association (and give notice thereof to the person desiring to sell or lease his Unit) who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, except that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction, and except that the approval of a corporation may be conditioned as elsewhere stated. The approval of the Board of Directors of the Association shall be in recordable form, signed by any two members of the Board, and shall be delivered to the purchaser or lessee. The failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association nevertheless shall prepare and deliver written approval in recordable form, as aforesaid. The Unit Owner giving such notice shall be bound to consummate the transactions with such purchaser or lessee as may be approved and furnished by the Association. The right of election shall not be exercised so as to restrict alienation, conveyance,

sale, leasing, purchase, ownership and occupancy of units because of race, creed, color or national origin.

2. Developer's Units and other privileges. Hideaway Village, Inc., the original owner, herein called Developer, which has executed this Declaration of Condominium, its heirs, executors, administrators, successors and assigns, is irrevocably empowered, notwithstanding this Declaration of Condominium, By-laws, Restrictions, Rules and Regulations, or as the same may be amended from time to time, to sell, convey, lease, sublease, encumber, rent or otherwise dispose of, any interest it may have in and to any Units to any person or entity approved by it. It shall have the right to transact on the Property any business necessary to consummate the sale or lease of Condominium Units, including but not limited to, the right to maintain models, have signs, employees in the office, use of the common elements, and to show Units. A sales office, signs and all items pertaining to sales, shall not be considered to be common elements. In the event there are unsold Condominium Units, the Developer is hereby vested with the right to be the owner thereof, under the same terms and conditions as other owners, and shall have the right to sell, rent, lease or sublease, as hereinabove set forth.

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

1. The Association shall be incorporated under the name, HIDEAWAY VILLAGE CONDOMINIUM ASSOCIATION, INC. as a corporation under the laws of the Commonwealth of Massachusetts. Any other form of organization for the Association may be submitted after first obtaining the written approval of all of the members thereof.

2. The By-laws of the Association shall be in the form attached as Exhibit B until such are amended in the manner therein provided.

3. The duties and powers of the Association shall be those set forth in this Declaration, the Articles of Incorporation and the By-Laws, together with those reasonably implied to effect the purposes of the Association and this Declaration; provided, however, that if there are conflicts or inconsistencies between this Declaration and either the Articles of Incorporation or the By-Laws, the terms and provisions of this Declaration shall prevail and the Unit Owners covenant to vote in favor of such amendments in the Articles of Incorporation and/or By-Laws as will remove such conflicts or inconsistencies. The powers and duties of the Association shall be exercised in the manner provided by the Articles of Incorporation and the By-Laws and any duties or rights of the Association which are granted by or to be exercised in accordance with the provisions of this

Declaration, shall be so exercised except that wherever this Declaration requires the act or approval of the Board of Directors of the Association, such act or approval must be that of the Board done or given in accordance with the By-Laws.

4. Notices or demands, for any purpose, shall be given by the Association to Unit Owners and by Unit Owners to the Association and other Unit Owners in the manner provided for notices to members of the Association by the By-Laws of the Association.

5. All funds and titles of all properties acquired by the Association and the proceeds thereof after deducting therefrom the costs incurred by the Association in acquiring the same shall be held for the benefit of the Unit Owners for the purposes herein stated.

6. All income received by the Association from the rental or licensing of any part of the Common Elements (as well as such income anticipated) shall be used for the purpose of reducing prospective Common Expenses prior to establishing the annual assessment for Common Expenses.

7. The Association, by and through its Board of Directors, is hereby vested with the power to delegate its powers, duties and authority granted by this Declaration, by entering into a management contract with such persons or organizations or corporations, and upon such conditions and terms as the Board of Directors may elect except as provided in Article XX hereof. The management costs and fees as may be contained in any management contract shall be common expenses.

XI. RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE:

A. Responsibility. If the damage is only to those parts of the Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

1. Estimate of Costs. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before the casualty. Such costs may include professional fees and premiums for such Bonds as the Board of Directors desires.

2. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association (including the aforesaid fees and premiums, if any) assessments shall be made against the Unit

Owners in sufficient amounts to provide funds to pay the estimated costs. If at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs.

B. If any part of the Common Elements shall be damaged by casualty, the determination of whether or not to reconstruct or repair the same shall be made as follows:

1. Rebuilding of the common areas and facilities made necessary by fire or other casualty loss shall be carried out in the manner set forth in the condominium documents dealing with the necessary work of maintenance, repair and replacement, using common funds, including the proceeds of any insurance, for that purpose, provided such casualty loss does not exceed ten (10%) percent of the value of the condominium prior to the casualty.

2. If said casualty loss exceeds ten (10%) percent of the value of the condominium prior to the casualty, and

(a) if seventy-five (75%) percent of the Unit Owners do not agree within one hundred and twenty (120) days after the date of the casualty to proceed with repair or restoration, the condominium, including all units, shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of Massachusetts General Laws c. 183A.

(b) if seventy-five (75%) percent of the Unit Owners agree to proceed with the necessary repair or restoration, the cost of the rebuilding of the condominium, in excess of any available common funds, including the proceeds of any insurance, shall be a common expense, provided, however, that if such excess cost exceeds ten (10%) percent of the value of the condominium prior to the casualty, any Unit Owner who did not so agree may apply to the Superior Court of Barnstable County on such notice to the Association as the Court shall direct, for an order directing the purchase of his Unit by the Association at the fair market value thereof as approved by the Court. The cost of any such purchase shall be a common expense.

3. Any such reconstruction or repair shall be substantially in accordance with the Plans and Specifications.

4. Encroachments upon or in favor of Units which may be

created as a result of such reconstruction or repair shall not constitute a claim or basis of a proceeding or action by the Unit Owner upon whose property such encroachment exists, provided that such reconstruction was either substantially in accordance with the Plans and Specifications or as the Building was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the Building stands.

XII. TAXES AND SPECIAL ASSESSMENTS:

The Property is assessed according to the value of the buildings which make up the Units and the value of the underlying land. Each Unit Owner shall be responsible for payment of the tax assessed against his Unit. Each Unit Owner shall further be responsible for his or her share, as set forth in Article IV and Schedule C hereof, of the tax assessed against the underlying land. The Association and the Unit Owners each shall promptly transmit to the other, as the case may be, any and all notices or invoices pertaining to taxes which are the responsibility of the other. In the event of special assessments of any nature by the Town of Bourne, the same shall be paid by the Unit Owner individually, the Unit Owner according to his share of the expenses of the Condominium, or the Association, as their interests may appear. In the event of any change in the manner of assessing or billing real estate taxes or special assessments against the property, the Association shall call a special meeting of the Unit Owners to consider what, if any, changes or additions to the Master Deed/Declaration of Condominium and/or the Bylaws are required.

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

1. Share of Expense: Common Expenses. Each Unit Owner shall be liable for his share of the Common Expenses, and any Common Surplus shall be owned by each Unit Owner in a like share. Each Unit Owner's share shall be as stated in Article IV and in Exhibit C hereof.

2. Assessments other than Common Expenses. Any assessments, the authority to levy which is granted to the Association or its Board of Directors by the Condominium Documents, shall be paid by the Unit Owners to the Association in the proportions set forth in the provision of the Condominium Documents authorizing the Assessment.

3. Assessments for Common Expenses. Assessments for Common Expenses shall be made for the calendar year annually in advance on or before the second Monday in December of the year

preceding for which the assessments are made and at such other and additional times as in the judgment of the Board of Directors additional Common Expenses assessments are required for the proper management, maintenance and operation of the Common Elements. Such annual assessments shall be due and payable in three (3) equal and consecutive monthly payments, on the first day of the month, beginning with January of the year for which the assessments are made. The total of the assessments shall be in the amount of the estimated Common Expenses for the year including a reasonable allowance for contingencies and reserves less the amounts of unneeded Common Expense Account balances and less the estimated payments to the Association for defraying the costs of the use of Common Elements. If an annual assessment is not made as required, a payment in the amount required by the last prior assessment shall be due upon each assessment payment date until changed by a new assessment.

4. Other Assessments shall be made in accordance with the provisions of the Condominium Documents and if the time of payment is not set forth in the Condominium Documents, the same shall be determined by the Board of Directors of the Association.

5. Assessments for Emergencies. Assessments for Common Expenses of emergencies which cannot be paid from the Common Expense Account shall be made only by the Board of Directors of the Association.

6. Assessments for Liens. All liens of any nature including taxes and special assessments levied by governmental authority which are a lien upon more than one Unit or upon any portion of the Common Elements, shall be paid by the Association as a Common Expense and shall be assessed against the Units in accordance with the Shares of the Units concerned or charged to the Common Expense Account, whichever in the judgment of the Board of Directors is appropriate.

7. Assessment Roll. The assessments against all Unit Owners shall be set forth upon a roll of the Units which shall be available in the Office of the Association for inspection at all reasonable times by the Unit Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes and the amounts of all assessments paid and unpaid. A certificate made by the Association as to the status of a Unit Owner's assessment account shall limit the liability of any person for whom made other than the Unit Owner when recorded in the Barnstable County Registry of Deeds. The Association shall issue such certificates in recordable form to such persons as a Unit Owner shall request in writing.

8. Liability for Assessments. The Owner of a Unit and his

grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by a waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made. A Purchaser of a Unit at a judicial or foreclosure sale or a first mortgagee who accepts a deed in lieu of foreclosure shall be liable only for assessments coming due after such sale and for that portion of due assessments prorated to the period after the date of such sale. Such a purchaser as aforesaid shall be entitled to the benefit of all pre-paid assessments paid beyond the date such purchaser acquired title.

9. Lien for Assessments. The unpaid portion of an assessment which is due shall be constitute a lien upon the Unit and all appurtenances thereto and shall be enforced in the manner provided in Massachusetts General Laws Chapter 254, Section 5. Such lien shall have priority over all other liens, except municipal liens and first mortgages of record held by a bank or insurance company, as to such portion of said Common Expenses as became due within six (6) months prior to the commencement of an action to enforce such lien pursuant to said Section Five. Such a claim of lien shall also secure all assessments which come due thereafter until the claim of lien is satisfied.

10. Application.

(a) Interest; Application of Payments. Assessments and installments thereof paid on or before ten (10) days after the date when due shall not bear interest but all sums not paid on or before twenty (20) days after the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid. All payments upon account shall be applied first to interest and then to the assessment payment first due. All interest collected shall be credited to the Common Expense Account.

(b) Suit. The Association at its option may enforce collection of delinquent assessments by suit at law or by foreclosure of the liens securing the assessments or by any other competent proceeding and in any event, the Association shall be entitled to recover in the same action, suit or proceeding the payments which are delinquent at the time of judgment or decree together with interest thereon at the rate of eighteen (18%) percent per annum, and all costs incident to the collection and the action, suit or proceedings, including, without limiting the same, to reasonable attorneys' fees.

XIV. COMPLIANCE AND DEFAULT: Each Unit Owner shall be governed by and shall comply with the terms of the Condominium Documents and Regulations adopted pursuant thereto and said

Documents and Regulations as they may be amended from time to time. A default shall entitle the Association or other Unit Owners to the following relief:

1. Legal Proceeding. Failure to comply with any of the terms of the Condominium Documents and Regulations adopted pursuant thereto, shall be ground for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or, if appropriate, by an aggrieved Unit Owner.

2. All Unit Owners shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any invitees or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained however, shall be construed so as to modify any waiver by insurance companies of rights and subrogation.

3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged default by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

5. All rights, remedies and privileges granted to the Association or a Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such party by the Condominium Documents or at law or in equity.

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

1. Master Deed/Declaration of Condominium. Amendments to the Master Deed/Declaration of Condominium shall be proposed and

adopted as follows:

(a) Notice. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the Notice of any meeting at which a proposed amendment is considered.

(b) Resolution. A Resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the Unit Owners meeting as members of the Association and after being proposed and approved by either of such bodies, must be approved by the others. Directors and Unit Owners not present at the meeting considering such amendment may express their approval in writing or by proxy. Such approvals must be by not less than seventy five (75%) percent of the Directors and seventy five (75%) percent of the Unit Owners.

(c) Recording. A copy of each amendment shall be certified by at least two (2) officers of the Association as having been duly adopted and shall be effective when recorded in the Barnstable County Registry of Deeds. Copies of the same shall be sent to each Unit Owner and his mortgagee in the manner elsewhere provided for the giving of notices but the same shall not constitute a condition precedent to the effectiveness of such amendment.

2. Association; Articles of Incorporation and By-Laws. The Articles of Incorporation and the By-Laws of the Association shall be amended in the manner provided by such documents.

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

1. Seventy-five (75%) percent of the Unit Owners may remove all of the condominium or a portion thereof from the provisions of Chapter 183A by an instrument to that effect, duly recorded in the Barnstable County Registry of Deeds, provided that the holders of all liens upon any of the Units affected consent thereto by instruments duly recorded. The termination shall become effective when such agreement has been recorded in the Barnstable County Registry of Deeds.

2. Destruction. If it is determined that the property shall not be reconstructed after casualty, as provided in Article XI, Section B hereof, this condominium, including all Units shall be subject to partition at the suit of any Unit Owner. Such suit shall be subject to dismissal at any time prior to entry of an order to sell if an appropriate agreement to rebuild is filed. The net proceeds of a partition sale together with any common funds shall be divided in proportion to the Unit Owners' respective undivided ownership in the common areas and facilities. Upon such sale, the condominium shall be deemed removed from the provisions of Chapter 183A and terminated.

3. Shares of Unit Owners after Termination. After termination as provided in Section 1 of this Article, the condominium, including all the Units, or the portion thereof thus removed, shall be owned in common by the Unit Owners and the organization of Unit Owners shall be dissolved, unless it is otherwise provided in the removal instrument. The undivided interest in the property owned in common held by each unit shall be equal to the percentage of the undivided interest of such owner in the common areas and facilities. All funds held by the Association and insurance proceeds, if any, shall be and continue to be held jointly for the Unit Owners and their first mortgagees in proportion to the amount of the assessments paid by each Unit Owner. The costs incurred by the Association in connection with a termination shall be a Common Expense.

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

5. Termination as to Individual Units. Individual units shall be terminated and removed from the provisions of this Master Deed and Declaration of Condominium in the following circumstances and on the following conditions and terms:

a) Fire or other casualty. If a Unit is destroyed by fire or other casualty, or damaged and it is determined by the Association that it cannot be rebuilt for any reason, then said Unit shall be deleted from the Condominium. The common area in which said Unit had its right and easement of use, as provided herein, shall become general common area. The share of said Unit shall be divided amongst all other Unit Owners in the proportions set forth in Exhibit C. hereof. In the event of such destruction of, and removal of, a Unit from the Condominium, the Association shall cause to be recorded with the Barnstable County Registry of Deeds a statement reciting the circumstances thereof, including the consequent revisions in the shares of the remaining Unit Owners.

b) Removal. If a Unit is dismantled and/or removed, which may be done only with the permission of the Association and in accordance with all applicable state and local laws, regulations, and permit requirements, then said Unit shall be deleted in the same manner as provided in subparagraph (a), above.

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

be bound by all of the provisions of the Condominium Documents.

XIX. LIENS:

1. Protection of Property. All liens against a Unit other than for permitted mortgages, taxes or special assessments will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a Unit shall be paid before becoming delinquent.

2. Notice of Lien. A Unit Owner shall give notice to the Association of every lien upon his Unit other than for permitted mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

3. Notice of Suit. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect the title to his Unit or any other part of the Property, such notice to be given within five (5) days after the Unit Owner receives notice thereof.

4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

5. The Association shall maintain a register of all mortgages.

XX. JUDICIAL SALES AND OTHER TRANSFERS OF TITLE:

1. No judicial sale of a Unit nor any interest therein shall be valid unless the sale is a result of a public sale with open bidding or unless the sale is to a purchaser approved by the Board of Directors of the Association, which approval shall be in recordable form and shall be delivered to the purchaser and recorded in the Barnstable County Registry of Deeds.

2. Unauthorized Transactions. Any sale, mortgage or lease which is not authorized pursuant to the terms of this Declaration or for which authorization has not been obtained pursuant to the terms of this Declaration, shall be void unless subsequently approved by the Board of Directors of the Association.

3. In the event proceedings are instituted to foreclose any mortgage on any Unit, the Association on behalf of one or more Unit Owners, shall have the right to redeem from the mortgagee for the amount due thereon or to purchase such Unit at the foreclosure sale for the amount set forth to be due by the mortgagee in the foreclosure proceedings and should the mortgagor fail to redeem from such mortgage, and in case of such redemption by the Association, the Association thus redeeming shall take and have absolute fee simple title to the Property redeemed, free from any claim or right of any grantee, his heirs or assigns or such mortgagor, and every person

claiming by, through or under such mortgagor. Nothing herein contained shall preclude a mortgage institution, banker, savings and loan association, insurance company or any other recognized lending institution from owning a mortgage on any Unit, and such lending institution shall have an unrestricted, absolute right to accept title to the Unit in settlement and satisfaction of said mortgage or to foreclose the mortgage in accordance with the terms thereof and the laws of the Commonwealth of Massachusetts and to bid upon said Unit at the foreclosure sale, provided said lending institution owning said mortgage shall give to the Association, its successors or assigns, written notice by certified mail of the said default mailed at least thirty (30) days prior to the date of the foreclosure sale during which thirty (30) days the Association shall have the right to cure such default by payment to such mortgagee of all sums due upon such default and following such payment, such mortgagee shall be required to waive such default, and if such default is not cured as aforesaid, and should the Association or any member thereof individually or collectively fail to purchase such mortgage, together with any costs incident thereto, from such mortgagee, or fail to redeem such mortgage, then and in that event the mortgagee taking title on such a foreclosure sale or taking title in lieu of foreclosure sale, may acquire such Unit and occupy the same and let, relet, sell and resell the same. If the Association or any members as aforesaid, redeems such mortgage or cures such default, it shall have a lien against the Unit for all sums expended in connection therewith, and shall have the same rights to collect such sums as in the case of a past due assessment.

XX. PROVISIONS PERTAINING TO DEVELOPER: For so long as the Developer continues to own any of the Units and as provided herein the following provisions shall be deemed to be in full force and effect, none of which shall be construed so as to relieve Developer from any obligations of a Unit Owner to pay assessments as to each Unit owned by it, in accordance with the Condominium documents.

1. For so long as the Developer continues to own sixty-eight (68) or more Units, or for five (5) years from the date of the recording of this Master Deed/Declaration of Condominium with the Barnstable County Registry of Deeds, whichever period of time shall first be completed, a majority of the Board of Directors of the Association shall be selected by the Developer and such members as may be selected by Developer need not be owners of Units in the Building.

2. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Property or the Condominium Documents except as specifically set forth therein and no person shall rely upon any warranty or representation not so specifically made therein. The estimates

of Common Expenses are deemed accurate, but no warranty or guaranty is made nor intended, nor may one be relied upon.

3. In order to maintain high standards and to assure the proper development of the Condominium, the grantor herein, known as Developer, hereby reserves for the period of time set forth hereafter from the date of recording of this Master Deed/Declaration of Condominium, the power to contract with persons, firms or corporations of its choice for the management of the Condominium, and to delegate to such managing agent, which may be Developer or either of them, all powers of the Association in regards to maintenance, repair, management and operation of the Association. The management costs and fees as may be contained in such management contract shall be Common Expenses. The period of time referred to herein shall be for five (5) years from the date of recording of this Master Deed/Declaration of Condominium or for so long as the Developer owns sixty-eight (68) units, whichever period shall first expire.

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

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

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

The amendments contained in the foregoing Amended and Restated Master Deed and Declaration of Condominium have been adopted by Hideaway Village, Inc., in its capacity as Unit Owner of all Units at Hideaway Village Condominium. They shall be effective upon recording of this document with the Barnstable County Registry of Deeds. The amendments have been approved by the Board of Directors of Hideaway Village Condominium Association, Inc., as certified by Norma Gresh, President, and Richard C. Dailey, Clerk, of Hideaway Village Condominium Association, Inc.

Norma Gresh (Pres)
HIDEAWAY VILLAGE
CONDOMINIUM ASSOCIATION,
INC. By:
Norma Gresh, President

Norma Gresh (Treas)
HIDEAWAY VILLAGE, INC.
By: Norma Gresh, Treasurer

Richard C. Dailey, Clerk
Richard C. Dailey
Clerk, Hideaway Village Condominium Association, Inc.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS: September 19, 1983

Then personally appeared the above-named NORMA GRESH, Treasurer as aforesaid of Hideaway Village, Inc., and acknowledged the foregoing instrument to be the free act and deed of the HIDEAWAY VILLAGE, INC., before me

Anne T. Kelly
Notary Public
My Commission Expires: 29 Sept 1989

COMMONWEALTH OF MASSACHUSETTS

Barnstable, SS: September 19, 1983

Then personally appeared the above-named RICHARD C. DAILEY, Clerk as aforesaid of Hideaway Village Condominium Association, Inc., and acknowledged the foregoing instrument to be the free act and deed of the HIDEAWAY VILLAGE CONDOMINIUM ASSOCIATION, INC., before me

Anne T. Kelly
Notary Public
My Commission Expires: 29 Sept 1989

RICHARD C. DAILEY
ATTORNEY AT LAW
P. O. BOX 325
353 WEST CENTER STREET
(ROUTE 108)
WEST BRIDGEWATER, MA
02370

UNIT #	%
1E	.0030227
2E	.0043012
3E	.0034284
4E	.0039055
5E	.0043798
6E	.0034010
8E	.0101675
9E	.0033816
10E	.0030385
11E	.0039967
12E	.0039613
13E	.0032173
14E	.0033436
15E	.0043527
16E	.0045695
17E	.0044490
19E	.0045779
21E	.0035666
22E	.0043443
23E	.0032679
24E	.0037161
25E	.0040888
27E	.0051053
28E	.0042493
29E	.0044355
30E	.0052149
31E	.0052896

UNIT #	%
1G	.0030382
2G	.0032115
3G	.0032073
4G	.0035485
5G	.0024863
6G	.0026606
7G	.0033446
9G	.0032534
10G	.0027698
11G	.0025675
12G	.0021631
13G	.0032489
15G	.0036967
16G	.0037196
17G	.0046681
18G	.0030669
19G	.0041362
20G	.0036587
21G	.0034042
22G	.0042148
24G	.0030572
25G	.0030053
26G	.0032943
27G	.0031887
28G	.0034828
29G	.0030608

UNIT #	%
8S	.0037161
9S	.0041211
10S	.0034651
11S	.0035972
12S	.0039178
13S	.0033127
14S	.0034419
15S	.0030437
16S	.0036755
17S	.0034599
18S	.0032631
19S	.0034796
20S	.0037383
21S	.0036874
22S	.0032821
23S	.0039935
24S	.0038350
25S	.0034702
26S	.0035492
27S	.0031954
28S	.0029190

UNIT #	%
1F	.0048531
2F	.0046540
3F	.0042309
4F	.0043131
5F	.0043092
6F	.0041636
7F	.0042841
8F	.0029899
9F	.0034725
10F	.0025472
11F	.0037431
12F	.0040808
13F	.0039928
14F	.0036929
15F	.0045966
16F	.0043456
17F	.0045863
18F	.0054965
19F	.0051131
20F	.0046285
21F	.0052113
23F	.0044970
24F	.0044397

UNIT #	%
1H	.0038040
2H	.0031036
4H	.0044842
5H	.0033923
7H	.0033936
8H	.0031732
9H	.0029026
10H	.0025308
11H	.0037183
12H	.0034619
13H	.0026503
14H	.0034509
15H	.0035627
16H	.0034029
17H	.0037747
18H	.0036555
19H	.0029077
20H	.0029895
21H	.0034886
22H	.0033514
23H	.0031532
24H	.0033440
25H	.0033027
26H	.0032950
27H	.0031838
28H	.0034332
29H	.0034815
30H	.0032811