

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE
PLANNED DEVELOPMENT OF SENGEKONTACKET ON MARTHA'S VINEYARD, DUKES
COUNTY, MASSACHUSETTS

PREAMBLE

This Master Declaration is made on November 1, 1971, by VINLAND PROPERTIES CORPORATION ("grantor" herein), a Massachusetts corporation, as the owner of approximately ninety-three (93) acres of real estate in the town of Oak Bluffs, County of Dukes, Commonwealth of Massachusetts, said real estate being more particularly described in ARTICLE II hereof.

In furtherance of a plan for the subdivision, improvement and sale of said property as a planned development to be known as "Sengekontacket", and to sell and convey all of said property subject to the restrictions set forth herein.

It is the purpose of these restrictions to provide a means for maintaining, controlling and preserving Sengekontacket as a residential community with the amenities desirable for residential living. It is to preserve the beauty and appeal of Sengekontacket for all future owners of property therein that these restrictions are established, and the intention of Grantor is that the provisions hereof shall be understood and construed to achieve that objective. Every person by acceptance of the deed to his or her lot or condominium unit does thereby agree to be bound by the covenants, conditions and restrictions of the Master Declaration.

ARTICLE I

DEFINITIONS

Unless the context otherwise specifies or requires, the terms defined in the ARTICLE I shall, for all purposes of this Declaration, have the meanings herein specified.

Articles. The term "Articles" shall mean the Articles of Organization of Sengekontacket Community Corporation (the Corporation), described in Section 501 hereof, which have been filed in the office of the Secretary of State of the Commonwealth of Massachusetts, a true copy of which is attached hereto and marked Exhibit "A".

Board. The term "Board" shall mean the Board of Directors of the Corporation.

By-Laws. The term "By-Laws" shall mean the By-Laws of the Corporation which have been adopted by the Board substantially in the form of Exhibit "B" attached hereto and incorporated herein by this reference, as such By-Laws may be amended from time to time.

Committee. The term "Committee" shall mean the Architectural Committee as defined in Section 4.01.

Condominium. The term "condominium" shall mean all of the real property within a condominium area which has been submitted to the provisions of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as from time to time amended.

Condominium Unit. The term "condominium unit" shall have the same meaning as the word "unit" as defined in Section 1 of Chapter 183A of the General Laws of the Commonwealth of Massachusetts, as from time to time amended.

Cost of Living Index. The term "cost of living index" shall mean the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index, All Items, Boston, Massachusetts, (1957-59 Equals 100), or the successors of such index.

File. The term “file” and “filed” shall be used in connection with registered land and shall mean with respect to any document “filed with the Registry District of Dukes County.”

Fiscal Year. The term “fiscal year” shall mean the calendar year.

Grantor. The term “grantor” shall mean Vinland Properties Corporation, a Massachusetts corporation, and its successors and assigns.

Improvement. The term “improvement” shall include buildings, outbuildings, garages, carports, driveways, fences, walls, stairs, decks, poles, signs, tennis courts, and all structures of every type and kind.

Lot. The term “lot” shall mean each parcel of real property which is shown on the Plan as a numbered lot except that it shall not include any parcel which has been committed to a condominium.

Master Declaration. The term “Master Declaration” shall mean this instrument, as it may be amended from time to time pursuant to Section 7.01 hereof.

Master Deed. The term “Master Deed” shall have the same meaning as the words “master deed” as defined in Section 1 of Chapter 183A of the general Laws of the Commonwealth of Massachusetts, as from time to time amended.

Member. The term “member” shall mean any person, corporation, partnership, joint venture or other legal entity which is a member of the Corporation.

Owner. The term “owner” shall mean a person or persons whose interest or interests in a lot or condominium unit aggregate fee simple absolute.

Person. The term “person” shall mean an individual, a corporation, unincorporated association, partnership, joint venture, trustee, conservator, administrator, or any other entity which has the right to hold title to real property.

Plan. The term “Plan” shall mean the plan entitled “Plan of Land in Oak Bluffs, Mass., Surveyed for Harrison Street Corporation” dated April 9, 1971 by Dean R. Swift, R.L.S., recorded with Dukes County Registry of Deed in Case File 35 of Oak Bluffs on May 4, 1971, a copy of which is annexed hereto as Exhibit “C”.

Record. The term “record” and “recorded” shall be used in connection with unregistered land and shall mean with respect to any document, “the recording of said document with the Dukes County Registry of Deeds”.

Sengekontacket. The term “Sengekontacket” shall mean all the real estate described in ARTICLES II and shown on the Plan.

Sengekontacket Restrictions. The term “Sengekontacket Restrictions” shall mean the covenants and restrictions contained in the Master Declaration.

Sengekontacket Rules. The term “Sengekontacket rules” shall mean the rules adopted by the Board pursuant to Section 5.06 hereof, as they may be amended from time to time.

Single Family. The term “single family” shall mean a group of one or more persons each related to the other by blood, marriage, or legal adoption, together with their domestic servants, who maintain a common household in a dwelling.

Single Family Dwelling. The term “single family dwelling” shall mean a detached house used as a residence for a single family, including any appurtenant garage, carport, or similar outbuilding.

Single Family Residential Use. The term “single family residential use” shall mean the occupation or use of a single family dwelling in conformity with the Sengekontacket Restrictions and the requirements of zoning by-law of the Town of Oak Bluffs and applicable state, county and municipal rules and regulations.

ARTICLE II

PROPERTY SUBJECT TO THE SENGEKONTACKET RESTRICTIONS

Section 2.01 Subject Property

The property subject to the Sengekontacket Restrictions shall be that estate shown on the Plan, a part of which is registered land pursuant to General Laws, Chapter 185 and part of which is unregistered. The registered land portion of the property is also shown on a plan entitled “Subdivision Plan of Land in Oak Bluffs, Mass., L.C. 11966B filed with Cert. 333” dated March 25, 1971, drawn by Dean R. Swift, R.L.S., and filed with the Land Court as Plan No. 11966B.

ARTICLE III

LAND CLASSIFICATIONS, PROPERTY USE AND RESTRICTIONS

Section 3.01 Land Classifications.

The land within Sengekontacket has been divided into the following use classifications:

A. Single Family Area.

Lots 3 – 60 inclusive as shown on the Plan.

B. Community Land.

Lots B – I inclusive as shown on the Plan.

C. Condominium Area.

Lots 1 and 2 as shown on the Plan.

D. Roadways.

The roadways as shown on the Plan.

Section 3.02 Single Family Areas: Permitted Uses and Restrictions.

Each lot within the single family area shall be for the exclusive use and benefit of the owner thereof, subject, however, to all of the following limitations and restrictions:

A. Single Family Residential Use. All property within single family areas shall be improved and devoted exclusively to single family residential uses. No occupation, profession, trade, or other nonresidential use shall be conducted on any such property. Nothing herein shall be deemed to prevent the leasing of such property from time to time by the owner thereof subject to all of the provisions of the Sengekontacket Restrictions.

B. Animals. No animal or birds, other than a reasonable number of generally recognized house pets, shall be maintained on any property within single family areas. No animal or bird shall be allowed to make an unreasonable amount of noise, or to become a nuisance.

C. Improvements and Alterations. No improvements, excavation or other work which in any way alters the exterior appearance of any property within single family area or the improvements located thereon from its natural or improved state existing on the date such property was first conveyed in fee by grantor, shall be made or done without the prior approval of the Committee, except as otherwise expressly provided in the Sengekontacket Restrictions.

D. Temporary Occupancy. No trailer, mobile home, basement of any incomplete building, tent, truck camper, shack, garage, or barn, and no temporary building or structure of any kind shall be used at any time for a residence on any property unless in any specific instance such use shall have been authorized by the Committee. Temporary buildings or structures used during the construction of a dwelling on any such property shall be removed immediately after the completion of construction.

E. Trailers, and Tents. No house trailer, truck camper, permanent tent or similar structure, shall be kept, placed or maintained upon any property within the single family area or on any roadway (public or private) adjacent thereto in such a manner as to be visible from neighboring property; provided, however, that the provisions of this paragraph shall not apply to temporary construction shelters or facilities maintained during, and used exclusively in connection with, the construction of any improvement approved by the Committee.

F. Nuisances. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any property which will or may render any such property or any portion thereof unsanitary, unsightly, offensive, or detrimental to any other property and no activity, structure or device shall be conducted, built or maintained which is or may be offensive or detrimental to any other property in the vicinity thereof or to its occupants.

G. Repair of Buildings. No building or structure upon any property shall be permitted to fall into disrepair, and each such building and structure shall at all times be kept in good condition and repair and adequately painted or otherwise finished.

H. Trash Containers and Collection. No garbage or trash shall be placed or kept on any property except in covered containers.

I. Clothes Drying Facilities. Outside clothes line or other outside facilities for drying or airing clothes which are visible from neighboring property shall not be erected or maintained on any property.

J. Restriction on Further Subdivision. No lot shall be further subdivided, and no portion of any such lot, nor any easement or other interest therein shall be conveyed by any owner without the prior written approval of the Committee.

K. Signs. No signs shall be erected or maintained on any parcel of property except:

- (1) Such signs as may be required by Law;
- (2) A residential identification sign of a combined total face not larger than seventy-two (72) square inches;
- (3) During the time of construction of any building or other improvement, one job identification sign not larger in area than three (3) square feet;
- (4) A "For Sale" or "For Rent" sign, of a reasonable type, size and appearance; and
- (5) Informational or directional signs erected by the Corporation.

L. Grantor's Exemption. Nothing contained in the Sengekontacket Restrictions shall be construed to prevent the erection or maintenance by grantor, or its duly authorized agents, of structures or signs

necessary or convenient to the development, sale, operation or other disposition of property within single family areas.

Section 3.03 Single Family Areas: Construction and Alteration of Improvements

A. Application for Approval of Improvements. Any owner of a lot, except the grantor and its designated agents, proposing to make any improvement which, under Section 3.02 hereof, requires the prior written approval of the Committee shall apply for the approval by delivering to the Committee a written application describing the nature of the proposed improvement together with the following documents and information in such number of copies as the Committee may require:

- (1) A plot plan of the affected property showing the location of existing and proposed improvements;
- (2) Floor plans;
- (3) Drawings showing all elevations;
- (4) A description of exterior materials and color, with samples; and
- (5) The owner's proposed construction schedule.

B. Basic for Approval of Improvements. The Committee shall, after consideration of the items set forth in paragraph A and such other matters as it deems necessary, grant the requested approval if the Committee determines that:

- (1) The proposed improvement conforms to the Sengkontacket Restrictions and to the Architectural Committee Rules, as defined in Section 4.04, in effect at the time the application for approval was submitted; and
- (2) The proposed improvements is reasonably compatible with the standards of Sengkontacket and the purposes of the Sengkontacket Restrictions as to quality of workmanship and materials, as to harmony of external design with the existing structures and as to location with respect to topography and finished grade elevations; and
- (3) The proposed improvement complies with all applicable laws, and zoning by-laws and building code requirements of the Town of Oak Bluffs.

C. Form of Approval. All approvals given under the forgoing paragraph B shall be in writing and shall be filed or recorded, provided, however, that any such application for approval which has not been acted upon within thirty (30) days from the date of submission thereof to the Committee shall be deemed approved and a Certificate to that effect signed by any member of the Committee or the President or Secretary of the Corporation and duly filed or recorded shall be conclusive evidence of approval. One set of plans as finally approved shall be retained by the committee as a permanent record.

D. Proceeding with Work. Upon receipt of approval from the Committee or upon the elapse of thirty (30) days without action as provided in Paragraph C of the Section 3.03 the owner of the lot shall, as soon as practicable, commence and diligently proceed with the construction, refinishing, alterations and excavations set forth in the documents accompanying his application for approval.

E. Failure to Complete Work. In the event that the construction, reconstruction, refurbishing, or alteration of any improvement is not completed within a reasonable time, or having been completed does not comply with the approval therefore given by the Committee, the Committee shall report the matter to the Board and the Board, after hearing, may direct the owner to remedy the non-compliance or remove the improvement. If the owner does not comply with the order of the Board within the period set forth in the

order, The Board may either remove the non-complying improvement or remedy the non-compliance and the owner shall reimburse the Corporation, upon demand, for all expenses incurred in connection therewith.

Section 3.04 Community Areas: Permitted Uses, Construction and Alteration of Improvements.

The grantor intends to convey the community area to the Corporation, as defined in Section 5.01. Community areas shall be used for recreational purposes and to enhance the enjoyment by the owners of the natural environment of Sengekontacket. The community areas shall not be used for any other purposes except that the grantor may use the club house for its purposes during development. No improvement, excavation or work which in any way alters any of the community area from its natural or existing state on the date such area was conveyed to the Corporation shall be made or done except within the restrictions and limitations of the Section 3.04.

A. Limitation on Construction. No person other than the Corporation or its duly authorized agents shall construct, reconstruct, refinish, alter or maintain any road or improvement upon, or shall make or create any excavation or fill upon, or shall change the natural or existing drainage of, or shall destroy or remove any tree, shrub, or vegetation from any community area. The Corporation shall have the right. At any time, to plant, replace, maintain and cultivate shrubs, trees, grass and plantings and to construct, reconstruct, refinish, alter and maintain any improvement on any property within community areas.

B. Grantor's Plans and Specifications. Grantor shall from time to time file with the Committee such plans and specifications as it may have for the purpose of maintaining a permanent record of improvements constructed on any community area.

Section 3.05 Condominium Areas: Permitted Uses and Restrictions; Construction and Alteration of Improvements.

The permitted uses and restrictions for the condominium areas' and the restrictions governing the construction and alteration of improvements thereon shall be fixed by the grantor in each Master Deed creating a condominium.

Section 3.06 Roadways: Permitted Uses and Restrictions.

The fee to all roadways shown on the plan shall remain in the grantor until such time as said roadways are accepted by and transferred to the Town of Oak Bluffs, In the event that the fee to said roadways is not acquired by the Town of Oak Bluffs prior to January 1, 1973, the grantor may convey the same to the Corporation. Said roadways shall be subject to an easement for the benefit of all owners in common with the others entitled thereto to use the same for all purposes for which roads and streets are used in the Commonwealth of Massachusetts. During any time that the grantor or Corporation shall own said streets, all maintenance, repair and improvement thereof (including snow removal) shall be done by the Corporation and the cost thereof shall be included in the expenses of the Corporation subject to assessment pursuant to Section 6.02.

ARTICLE IV

ARCHITECTURAL COMMITTEE

Section 4.01 Organization, Power of Appointment and Removal of Member.

There shall be an Architectural Committee, organized as follows:

A. Committee Composition. The Committee shall consist of three members. None of such members shall be required to be an Architect or to meet any particular qualifications for membership.

B. Initial Members. The following persons are hereby designated as the initial members of the Architectural Committee:

Office No. 1 – ROBERT W. CONNELLY of Lexington

Office No. 2 – ROBERT A. GELOTTE of Westwood

Office No. 3 – DONALD R. LIVINGSTONE of Cohasset

C. Terms of Office. Unless the initial members of the Committee shall have resigned or been removed, their terms of office shall be for the periods of time indicated below, and until the appointment of their respective successors:

1. The term of Office No. 1 shall expire December 31, 1974.
2. The term of Office No. 2 shall expire December 31, 1975
3. The term of Office No. 3 shall expire December 31, 1976.

After the expiration of each initial term, the term of each Committee member appointed shall be for a period of three (3) years and until his successor shall have been appointed. Any new member appointed To replace a member who has resigned or been removed shall serve such member's unexpired term. Members who have resigned, been removed or whose terms have expired may be reappointed.

D. Appointment and Removal. The right to appoint and remove all members of the committee shall be vested solely in the Board acting on behalf of the Corporation, provided, however, that no member may be removed from the Committee except by the vote or written consent of four-fifths of all members of the Board. Exercise of the right of appointment and removal, as set forth herein, shall be evidenced by the recordation and filing of a certificate signed by the Secretary of the Corporation identifying the new member appointed to the Committee and the member whose membership on the Committee has been terminated.

E. Resignations. Any member of the Committee may at any time resign from the committee by giving written notice thereof to the board.

Section 4.02 Duties.

It shall be the duty of the Committee to consider the act upon any and all applications for construction of improvements submitted to it pursuant to Section 3.03 hereof, to inspect newly completed improvements, to adopt Committee rules, to perform other duties imposed upon it by the Sengekontaktet Restrictions.

Section 4.03 Meetings and Compensation.

The Committee shall meet from time to time as necessary to perform its duties hereunder. The vote or written consent of any two regular members, at a meeting or otherwise shall constitute the act of the Committee unless the unanimous decision of the Committee is required by any provisions of the Sengekontaktet Restrictions. The Committee shall keep and maintain a written record of all actions taken by it at such meetings or otherwise. Members of the Committee shall be entitled to reimbursement from the Corporation for all reasonable expenses incurred by them in the performance of any Committee functions but shall not be entitled to compensation unless specifically authorized by the Board.

Section 4.04 Architectural Committee Rules.

The Committee may, from time to time, adopt, amend and repeal by unanimous vote rules and regulations, to be known as "Architectural Committee Rules".

Section 4.05 Certificate of Compliance.

Within thirty (30) days after written demand is delivered to the Committee by any owner of a lot, the Committee shall deliver to the owner a certificate in recordable form executed by any one of its members, certifying (with respect to the property of said owner) that as of the date thereof either (A) all improvements made and other work done upon or within said property complies with Sengekontacket Restrictions and plans and specifications approved thereunder; or (B) such improvements or work do not comply in which event the certificate shall also identify the non-complying improvements or work and set forth with particularity the nature of such non-compliance. Anyone shall be entitled to reply on said certificate with respect to the matters therein set forth, such matters being conclusive as between the Corporation, grantor and all owners and such persons deriving any interest through them.

Section 4.06 Liability.

Neither the committee nor any member thereof shall be liable to the Corporation, any owner of a lot or condominium unit, or to any other party for any damage or loss suffered or claimed on account of (A) the approval or disapproval of any plans, drawings or specifications; (B) the construction or performance of any work, whether or not pursuant to approved plans, drawings and specifications; (C) the development of any property within Sengekontacket; or (D) the execution, recording or filing of a certificate pursuant to Section 4.05 hereof, whether or not the fact therein are correct.

ARTICLE V

SENGEKONTACKET COMMUNITY CORPORATION

Section 5.01 Organization.

The Corporation. The Corporation is a non-profit Massachusetts Corporation charged with the duties and invested with the powers prescribed by law and set forth in the Articles (Exhibit A), By-laws (Exhibit B), and Sengekontacket Restrictions. Neither the Articles nor the By-Laws shall, for any reason, be amended or otherwise changed or interpreted so as to be inconsistent with the Sengekontacket Restrictions.

Section 5.02 Membership.

Qualifications, Rights and Duties. Qualification for membership in the Corporation and the rights, duties, privileges and liabilities of members shall be as set forth in the By-Laws, the Sengekontacket Restrictions, the Sengekontacket rules and any regulations made pursuant thereto.

Section 5.03 Voting.

In corporate voting there shall be one vote for each lot and each condominium unit within Sengekontacket regardless of the number of owners having interest therein, and regardless of the number of such lots or condominium units owned by any, all as set forth in the By-Laws.

Section 5.04 Duties of the Corporation.

The Corporation shall have the obligation, subject to and in accordance with the Sengekontacket Restrictions, the Articles and By-Laws to perform the following duties for the benefit of owners of lots and condominium units within Sengekontacket.

A. Operation of Community Areas. To operate and maintain or provide for the operation and maintenance of all community areas and to keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair; to maintain the roadways until such time as they are accepted by the Town of Oak Bluffs.

B. Payment of Taxes. To pay all real property taxes and assessments levied upon any property owned by the Corporation. Such taxes and assessments may be contested or compromised by the Corporation.

C. Public Service. To contract for or provide (to the extent adequate services are not provided by a public authority) police and fire protection, refuse disposal, and such other services, facilities and maintenance of a public or quasi-public nature as may be deemed necessary or desirable for the effectuation of purposes of the Sengekontacket Restrictions. In connection with the provision of such facilities and services, the Corporation may contract with or delegate its duties to any public authority, governmental body or special district.

D. Insurance. To obtain and maintain in force such insurance as the Board shall deem necessary to protect the Corporation from loss by reason of fire or other casualty and from liability for personal injury and property damage and to obtain and maintain such fidelity and other bonds as the Board shall deem appropriate to protect the Corporation.

E. Other. To carry out the duties of the Corporation set forth in the Sengekontacket Restrictions, the Articles and the By-Laws.

Section 5.05 Powers and Authority of the Corporation.

The Corporation shall have all of the powers of a nonprofit corporation organized under Chapter 180 of the General Laws of the Commonwealth of Massachusetts, subject only to such limitations upon the exercise of such powers as are expressly set forth in the Articles, the By-Laws or the Sengekontacket Restrictions. It shall have the power to do any and all lawful things which may be authorized, required or permitted to be done by the Corporation under and by virtue of the Sengekontacket Restrictions, the Articles and the By=Laws, and to do and perform any and all acts which may be necessary or proper for or incidental to the exercise of any of the express powers of the Corporation, or for the peace, health, comfort, safety or general welfare of its members. Without in any way limiting the generality of the foregoing provisions, the Corporation shall have the power and authority at any time:

A. Assessments. To levy assessments, on the owners of lots and condominium units, and to enforce payment of such assessments, in accordance with the provisions of Article VI hereof.

B. Easements and Rights-of-Way. To grant and convey to any third party easements, rights-of way, parcels or stripes of land, in, on, over or under any community areas for the purpose of constructing, erecting, operating or maintaining thereon, therein, and thereunder (1) roads, walks, driveways and park areas; (2) overhead or underground lines, cables or other devices for the transmission of electricity, telephone and other purposes; (3) pipes, water systems, sprinkling systems; and (4) any similar public or quasi-public improvements or facilities.

C. Employment of Agents. To employ a manager, and such other employees as are necessary to carry out the responsibilities and duties of the Corporation.

Section 5.06 The Sengekontacket Rules.

A. Rulemaking Power. Subject to the provisions of the Sengekontacket restrictions, the Board may from time to time adopt, amend and repeal rules and regulations to be known as "Sengekontacket Rules", governing, among other things, use of any community areas under the jurisdiction of the Corporation. Said rules may restrict and govern the use of the community areas provide, however, that with respect to use of such areas the rules may not discriminate among owners. Said rules may also include parking restrictions and limitations upon vehicular travel, restrictions on the type or types of vehicles which may be permitted to use such community areas, and restrictions on the maintenance or landscaping or other improvements on any property which obstruct the vision of motorists or which create hazard for vehicular or pedestrian traffic.

B. New Recordation of Rules. A copy of said rules, as they may from time to time adopted, amended or repealed, shall be mailed or otherwise delivered to each owner and may, but need not be recorded or filed. Upon such mailing, other delivery or recordation and filing, said rules shall have the same force and effect as if they were set forth in and were a part of Sengekontacket Restrictions.

Section 5.07 Liability of Board Members and Manager.

No member of the Board, the manager, or other employee of the Corporation shall be personally liable to any owner, or to any other party, for any damage, loss or prejudice suffered or claimed on account of any act or omission of the Corporation, the Board, the manager or any other representatives or employees of the Corporation, or the Committee.

ARTICLE VI

FUNDS AND ASSESSMENTS

Section 6.01 Operating Fund.

The Board shall establish an operating fund for the Corporation into which shall be deposited all monies paid to the Corporation and from which disbursements shall be made in performing the functions of the Corporation under the Sengekontacket Restrictions.

Section 6.02 Operating and Maintenance Assessments.

A. Regular Assessments. At least thirty (30) days prior to the commencement of each fiscal year, the Board shall prepare and adopt a budget for the Corporation reflecting the estimate of expenses to be incurred by the Corporation during such fiscal year in performing its functions under the Sengekontacket Restrictions. The estimate of expenses so determined shall be divided by the total number of lots and condominium units then within Sengekontacket (including those, if any, which may then be owned by grantor) and the resulting amount shall be assessed as of the first day of each fiscal year to each owner of a lot or a condominium unit (including the grantor).

B. Special Assessments. If, at any time during any fiscal year, the regular assessment proves inadequate for any reason, including nonpayment of any owner's share thereof, the Board may levy a special assessment as of such date as it may determine in the amount of such actual or estimated inadequacy, which amount shall be assessed to the owners of all such lots and condominium units then within Sengekontacket (including grantor insofar as it then has or retains ownership of any such lots or condominium units) in the manner set forth in the foregoing paragraph A.

C. Limitation on Regular and Special Assessments. The aggregate amount of all regular and special assessments levied for any fiscal year shall not, without first complying with the provisions of the following paragraph D, exceed the sum of the following:

- (1) Two Hundred (\$200) Dollars per lot or condominium unit, as such figure may be adjusted upward by the Board in direct proportion to any increase in the cost of living index measured from January 1971, to the January immediately preceding the start of the fiscal year involved.
- (2) The aggregate amount of all extraordinary assessments theretofore approved from time to time pursuant to the provisions of the following paragraph D and which approvals have by their term expired.

D. Approval of Extraordinary Assessments. If, for any fiscal year, the aggregate amount of all regular and special assessments levied by the Board for that fiscal year equals the sum determined pursuant to the foregoing paragraph C, no regular or special assessment which exceeds the sum shall thereafter be levied by the Board for that fiscal year unless the Corporation has approved such an assessment by the vote

or written consent of owners owning not less than fifty-one (51%) percent of the lots and condominium units excluding grantor and any and all lots and condominium units then owned by grantor. Such approval shall set forth the dollar amount by which the assessment may exceed the sum determined pursuant to the foregoing paragraph C, and may, by its terms, be limited to a specific fiscal year or years.

E. Payment of Assessments. All regular assessments shall be due and payable to the Corporation by the assessed owners (including grantor) on or before March 1 in each year unless otherwise authorized by the Board and all special assessments shall be due and payable within thirty (30) days of the date of assessment unless otherwise authorized by the Board.

F. Obligations of Grantor and Owners. Each owner of any lot or condominium unit within Sengekontacket (including grantor) shall be liable for all assessments levied upon him pursuant to the Sengekontacket Restrictions for as long as he owns his lot or condominium unit regardless of his use or non-use of the community areas. Upon the filing or recording of the deed conveying title to such lot or condominium unit to a new owner, the conveying owner (including grantor) shall be liable for any assessments levied with respect to such lot or condominium unit after the date of such filing or recording; provided, however, the recording or filing of a deed shall not relieve a conveying owner (including grantor) of the obligation to pay assessments levied with respect to such lot prior to the date of such conveyance.

Section 6.03 Reimbursement Assessment.

The Board shall levy a reimbursement assessment against any owner of a lot or condominium unit within Sengekontacket (including grantor) where, as a result of that owner's failure to comply with the Sengekontacket Restrictions, the Sengekontacket rules or the Architectural Committee rules, monies were expended by the Corporation to cure the non-compliance. Such an assessment shall be limited to the amount expended, and shall be due and payable to the Corporation when levied. Assessments levied under this Section shall not be subject to the provisions of paragraphs C or D of Section 6.02 hereof.

Section 6.04 Enforcement of Assessments.

Each assessment levied hereunder shall be separate distinct and personal debt and obligation of the owner or owners against whom the same is assessed (including grantor). In the event of a delinquency in payment of any such assessment, and in addition to any other remedies herein or by law provided, the Board may enforce each such obligation, by an action at law commence and maintained in the name of the Corporation in any court of competent jurisdiction.

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.01 Amendment and Duration.

A. Amendment or Repeal. Except as otherwise expressly provided in this Master Declaration, the Sengekontacket Restrictions may be amended or repealed at any time by:

- (1) The vote adopting or written consent to the proposed amendment or repeal of a three-fifths majority of the Board and of the owners of three-fourths of the lots and condominium units then existing within Sengekontacket (including the grantor); provided that, any amendment of Section 6.02 C must be assented to by all owners of lots and condominium units. Such amendment or repeal shall not be effective until there has been filed and recorded a certificate signed by the Secretary or Assistant Secretary of the Corporation setting forth the amendment or repeal and the facts relating to its adoption by the board and the lot and unit owners.

- (2) For a period of three (3) years from the date of recordation of this Master Declaration, the written consent of grantor to any amendment or repeal shall be required, which consent may be evidenced by grantor's joining in the execution of the instrument required by the foregoing sub-paragraph (1).

B. Duration of Restrictions. Subject to the provisions of paragraph A of Section 7.01 hereof, the Sengekontacket Restrictions shall continue and remain in full force and effect until October 1, 2001; thereafter the term of the Sengekontacket Restrictions may be extended for further periods of twenty (20) years each in the manner provided in Massachusetts General Laws Chapter 184, Section 28 as it may be amended from time to time.

Section 7.02 Enforcement and Non-Waiver.

A. Right of Enforcement. The Sengekontacket Restrictions are for the benefit of all of the land contained in Sengekontacket and shall run with the land. Except as otherwise provided herein, any owner of any lot or condominium unit, the grantor or the Corporation (irrespective of whether grantor or the Corporation then owns any lot, condominium unit or units within Sengekontacket) shall have the right to enforce any or all of the provisions of Sengekontacket Restrictions.

B. Violation of Law. Any violation within Sengekontacket of any state law or Town by-law, or any regulation pertaining to the ownership, occupation or use of any property is hereby declared to be a violation of the Sengekontacket Restrictions and subject to any or all of the enforcement procedures set forth in said restrictions.

C. Remedies Cumulative. Each remedy provided by the Sengekontacket Restrictions is cumulative and not exclusive.

D. Non-Waiver. The failure to enforce any provisions of Sengekontacket Restrictions at any time shall not constitute a waiver of the right thereafter to enforce any such provision or any other provisions of said restrictions.

Section 7.03 Delivery of Notices and Documents.

Any written notice or other document relating to or required by the Sengekontacket Restrictions may be delivered either personally or by mail. If by mail, it shall be deemed to have been delivered twenty-four hours after a copy of same has been deposited in the United States mail, postage prepaid, addressed as follows: If to the Corporation, at 87 Simonds Road, Lexington, Massachusetts; if to the Architectural Committee, 87 Simonds Road, Lexington, Massachusetts; if to an owner, to the address provided by him in writing to the Corporation, otherwise to the address of any lot or condominium unit within Sengekontacket, owned, in whole or in part by him; if to grantor, at 87 Simonds Road, Lexington, Massachusetts; provided, however, that such address may be changed at any time by the party concerned by delivering a written notice of change of address to the Corporation.

Section 7.04 Construction and Severability; Singular and Plural; Plural.

A. Restrictions Severable. Each of the provisions of the Sengekontacket Restrictions shall be deemed independent and severable, and the invalidity or partial invalidity of any provision or portion thereof shall not affect the validity or enforceability of any other provision.

B. Singular Includes Plural. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

C. Captions. All captions or titles used in the Sengekontacket Restrictions are intended solely for convenience of reference and shall not affect that which is set forth in any of the provisions of said restrictions.