



Truro Select Board Remote Meeting

Tuesday, December 6, 2022

Executive Session-4:00 pm

Regular Meeting-5:30pm

Remote via GoToMeeting

TOWN OF TRURO
1:54pm
DEC 02 2022

RECEIVED
TOWN CLERK

EXECUTIVE SESSION

<https://meet.goto.com/716456885>

1-877-309-2073 Access Code: 716-456-885

This will be a remote meeting. The meeting will begin in open session solely for the purpose of moving, as set forth below, to enter into Executive Session. The meeting will be locked and closed to the public once the Board votes to enter into Executive Session.

Move that the Select Board enter into Executive Session for the following purposes:

- 1. in accordance with the provisions of Massachusetts General Law, Chapter 30A, §21 (a) 2, to conduct strategy sessions in preparation for negotiations with nonunion personnel (Town Manager); and not to reconvene in open session.*

REGULAR MEETING

<https://meet.goto.com/290029461>

1-866-899-4679 Access Code: 290-029-461

This will be a remote meeting. Citizens can view the meeting on Channel 18 in Truro and on the web on the "Truro TV Channel 18" button under "Helpful Links" on the homepage of the Town of Truro website. Click on the green "Watch" button in the upper right of the page. **To provide comment during the meeting please call in toll free at 1-866-899-4679 and enter the following access code when prompted: 290-029-461 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser:**

<https://meet.goto.com/290029461> Please note that there may be a slight delay (15-30 seconds) between the meeting and the live-stream (and television broadcast). If you are watching the meeting and calling in, please lower the volume on your computer or television during public comment so that you may be heard clearly. We ask that you identify yourself when calling in to help us manage multiple callers effectively.

1. PUBLIC COMMENT

2. PUBLIC HEARINGS None

3. INTRODUCTION TO NEW EMPLOYEES None

4. **BOARD/COMMITTEE/COMMISSION APPOINTMENTS**

A. Interview and Possible Appointment of Courtney Warren to Provincetown Water and Sewer Board

5. STAFF/ COMMITTEE UPDATES None

6. TABLED ITEMS None

7. SELECT BOARD ACTION

- A. Condominium Conversion of East Harbour Condominiums, located at 618 Shore Road
Presenter: Emily Beebe, Health and Conservation Agent
- B. Condominium Conversion of Harbor View Village, Unit 13, located at 168 Shore Road
Presenter: Emily Beebe, Health and Conservation Agent
- C. Condominium Conversion of Colonial Village, Units 1, 2, 3, 5, 6, 7, 8 &10, located at 630 Shore Road
Presenter: Emily Beebe, Health and Conservation Agent
- D. Continued Discussion and Potential Vote on Board and Committee Budgets
Presenter: Darrin Tangeman, Town Manager
- E. Discussion and Possible Vote to Amend the Walsh Property Community Planning Committee Charge
Presenter: Stephanie Rein, Select Board Liaison to Walsh Property Community Planning Committee and Darrin Tangeman, Town Manager

8. CONSENT AGENDA

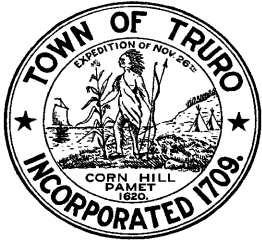
- A. Review/Approve and Authorize Signature:
 - 1. Application for Entertainment License-Truro Center for the Arts at Castle Hill
 - 2. Application for a One-Day Pouring License-Truro Center for the Arts at Castle Hill
 - 3. First Quarter Budget-to-actual expenditures (no signatures required)
- B. Review and Approve Appointment Renewals: None
- C. Review and Approve 2023 Annual Licenses: Gingerbread House-Lodging License; Montano's-Common Victualer License
- D. Review and Approve Water Service Application for 6 Shore Rd
- E. Review and Approve Select Board Minutes: Regular Meeting Minutes of 10.25.2022

9. Select Board Reports/Comments

10. Town Manager Repot

11. Next Meeting Agenda: Budget Task Force December 13, 2022; Regular Meeting December 13, 2022

TOWN OF TRURO
1:54pm
DEC 02 2022
RECEIVED
TOWN CLERK



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 6, 2022

ITEM: Appointment of Courtney Warren to be Truro's Representative on the Provincetown Water and Sewer Board

EXPLANATION: The Provincetown Water & Sewer Board is a regulatory board consisting of seven (7) members and (1) alternate member; four (4) regular members from the Town of Provincetown, three (3) regular members from the Town of Truro, and one (1) alternate member from the Town of Provincetown. Members of the Water & Sewer Board are appointed by their respective Town Select Board.

The Water & Sewer Board is responsible for governing both the Provincetown Water System Regulations and the Provincetown Sewer System Regulations; for establishing and modifying rates and fees associated with the water system and sewer system; and for evaluating current and future demand impacts on both the water and sewer systems and adapting master planning as necessary.

There has been a vacancy in the Truro membership since March 2022. Courtney Warren, Assistant Health and Conservation Agent for Truro and Truro resident, has applied to serve for a three-year term which will expire on June 30, 2025.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro will continue to be underrepresented on the Provincetown Water & Sewer Board.

SUGGESTED ACTION: *Motion to appoint Courtney Warren as Truro's representative on the Provincetown Water & Sewer Board for a three-year term expiring on June 30, 2025.*

ATTACHMENTS:

1. Application to Serve-Courtney Warren

Truro

Application to Serve on a Board or Committee

Last Name

Courtney

First Name

Warren

Middle Initial

Email Address

Phone Number

Address (Street)

51 Fishermans Rd

Address (City)

North Truro

Address (State)

MA

Address (Zip Code)

02652

Mailing Address (Please indicate box number and zip code)

PO Box 851, N. Truro, MA 02652

Only full-time, registered Truro voters are able to serve on regulatory boards and commissions. All taxpayers/ residents are eligible to serve on non-regulatory boards and commissions.

RCVD 2022NOV8 PM3:46
ADMINISTRATIVE OFFICE
TOWN OF TRURO

Are you a full-time resident of Truro?

Yes

No

Are you registered to vote in Truro?

Yes

No

What Board/ Committee Are You Applying For?

Provincetown Water & Sewer Board

Briefly Describe Why You Wish to Serve on This Board or Committee:

I am interested in water and wastewater issues both through my job and as a Truro citizen. I am also interested in working collaboratively with our neighbors to help both towns achieve their goals.

Have you attended a meeting of the committee listed above?

Yes

No

Have you read the charge of the committee?

Yes

No

Have you met with the chair of the committee?

Yes

No

Have you read the Select Board's current Goals and Objectives?

Yes

No

Do you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve?

Yes

No

If you have any questions or concerns about any Select Board Goals that are relevant to the board/committee on which you are applying to serve, please elaborate.

Are there other Boards/ Committees in which you are interested? Note: To be appointed to a regulatory board or committee, you must be a full-time resident and registered voter in Truro. Please list the Boards/ Committees names:

NA

Briefly list your experience working on a committee or team. This can be professional, town, volunteer, charity, etc.

- I am the clerk of the board of directors for my HOA. - Throughout my career at Corning Inc, I was a member of numerous project teams. - I was part of the leadership team (president) of my local chapter of high school swimming officials (PIAA).

Briefly list any other relevant experience such as professional work, training, education, etc. A resume is NOT required. If you choose to attach a resume, it will become a public document.

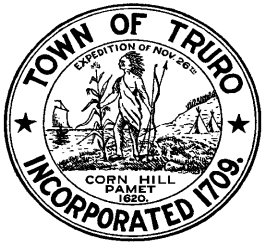
I am currently an assistant health and conservation agent so I work directly with water and wastewater issues. I have a graduate degree in chemistry.

Signature

Courtney S Warren

Date

Nov 08, 2022



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health Department

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: December 6, 2022

ITEM: Condominium Conversion

EXPLANATION: East Harbour Condominium Trust, a Truro Condominium located at 618 Shore Road is requesting conversion from seasonal to year-round use per [§40.3 Conversion of Cottage or Cabin Colony, Motor Court, Motel or Hotel.](#) The amended Zoning By-Law allows existing condominiums to convert to year-round use if the condominiums meet building, health and safety codes.

The East Harbour Condominium was created March 9, 2015, and restricted to seasonal use pursuant to its covenant. They have revised the covenant and all units completed the year-round conversion inspections on November 24, 2020. All 14 Units are ready to proceed to year-round occupancy and have brought all health, conservation, safety, and building corrections into compliance. The process then requires the vote of the Select Board to approve removing the seasonal covenant.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: East Harbour Condominium will not gain year-round status and will remain seasonal.

SUGGESTED ACTION: *Motion to approve the year-round use and removal of the seasonal covenant for East Harbour Condominium, a Truro Condominium located at 618 Shore Road and to electronically sign the Step 2 Application.*

ATTACHMENTS:

1. Amended Master Deed
2. Provincetown Water Department Sign Off
3. Step 1 Application
4. Step 2 Application and Vote
5. Certificate of Compliance
6. Release of Covenants

FEB 16 2022

RECEIVED BY:

Doc:1,419,484 02-08-2021 12:42
BARNSTABLE LAND COURT REGISTRY



THE TRIAL COURT OF MASSACHUSETTS
LAND COURT
THREE PEMBERTON SQUARE
5TH FLOOR
BOSTON, MA 02108

**LAND COURT REGISTERED LAND
AMENDMENT TO CONDOMINIUM MASTER DEED
APPROVAL**

This electronically mailed AMENDMENT TO CONDOMINIUM MASTER DEED APPROVAL is to be registered with the Registered Land Registry District in accordance with the Chief Title Examiner's Memorandum dated September 30, 2020, for the processing of Subsequent to Registration (SBQ) cases and Condominium approvals.

First Amendment (Second Phase) to Master Deed approval for The East Harbour Condominium located at 618 Shore Road, North Truro, Barnstable County District, Certificate of Title No. C425.

It is **ORDERED**:

First Amendment to Master Deed is allowed.

BY THE COURT (Speicher, J.)

/s/ Howard P. Speicher

DATED	ATTEST
January 28, 2021	/s/ Deborah J. Patterson, Recorder
APPROVED FOR REGISTRATION BY THE COURT	TITLE EXAMINER SIGNATURE
	/s/ Olga Bagnel

**PLAN FILED
IN PLAN DEPT.**

**FIRST AMENDMENT TO
THE MASTER DEED OF
THE EAST HARBOUR CONDOMINIUM**

This First Amendment to the Master Deed of **THE EAST HARBOUR CONDOMINIUM**, dated June 20, 2019, and registered with the Barnstable County Registry District of the Land Court as Document No. 1,378,445 noted on Certificate of Title No. C425.

WITNESSETH THAT:

WHEREAS, LEXVEST EAST HARBOUR, LLC, a Massachusetts Limited Liability Company, with an address of Two Shaker Road, Suite B218, Shirley, MA 01464, did by said Master Deed, as the Declarant thereof, create **THE EAST HARBOUR CONDOMINIUM**, situated at 618 Shore Road, North Truro, Barnstable County, Massachusetts, pursuant to provisions of Massachusetts General Laws, Chapter 183A; and

WHEREAS, it is provided in Section 2 and 16 of said Master Deed that said Declarant reserves and shall have the right, without the consent of any Unit Owner to amend said Master Deed so as to include in said Condominium, as Phase II thereof, the land and buildings shown as Phase II on a plan of land entitled "Phase II Site Plan of Land in North Truro, as surveyed for Lexvest East Harbour, LLC, depicting the East Harbour Condominium, Scale: 1 IN = 30 FT, February, 2020, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." which plan is filed with the Barnstable County Registry District herewith, together with the buildings and improvements thereon, which Phase II may be so included at such time as the Declarant may elect; and

WHEREAS, it is provided in Section 6 of the Master Deed that the Owner of Units 8 and 9 in the Garden Building shall have the right to undertake certain expansions, additions, renovations and height increases to the Garden Building in accordance with Trustee approval of the architectural renderings; and

WHEREAS, it is provided in Sections 11 and 16 of said Master Deed that, from and after the inclusion of such Phase II in said Condominium and the renovations to the Garden Building, the percentage of undivided interest in the common areas and facilities of the Condominium of Units in Phase I and Phase II of the Condominium shall be the percentage specified therefore in Exhibit C to the Master Deed and in the Amendment of the Master Deed by which such Phase II is included in the Condominium and the renovated Garden Building is correctly described; and

WHEREAS, the completion of the Garden Building and Boardwalk Building renovations as hereinafter specified has now been so completed on the portions of the premises shown as Phase II on the aforementioned plan of land and the Declarant desires so to include the land and said Buildings, as Phase II of said Condominium;

NOW, THEREFORE, LEXVEST EAST HARBOUR, LLC, being the Declarant as aforesaid, by duly executing and registering this First Amendment to Master Deed, does hereby submit the portions of the Condominium premises shown as Phase II containing the Boardwalk Building, containing Units 10, 11, 12, 13 and 14 and incorporates the renovated Units 8 and 9 in the Garden Building all as shown on the plan of land entitled "Phase II Site Plan of Land in North Truro, as surveyed for Lexvest East Harbour, LLC, depicting the East Harbour Condominium, Scale: 1 IN = 30 FT, February, 2020, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." filed with the Barnstable County Registry District herewith, together with the improvements and appurtenants thereto to the provisions of Chapter 183A of the General Laws of Massachusetts, and does hereby include the same in said **THE EAST HARBOUR CONDOMINIUM** as Phase II thereof, so that the Condominium shall consist of Phase I and Phase II as defined in said Master Deed and to that end the said Lexvest East Harbour, LLC hereby declares and provides as follows:

(1) Section 5 of the Master Deed, Description Of The Buildings And Units, is hereby amended by inserting after the first paragraph the following paragraph:

“The Declarant is incorporating renovated and expanded Units 8 and 9 in the Garden Building as well as the Boardwalk Building containing Units 10, 11, 12, 13 and 14 into the Condominium by incorporation of Phase II. With respect to the renovated Garden Building and the Boardwalk Building comprising Phase II, the designation of each Unit and a statement of its location, description, approximately area, number of rooms and the immediate Common Elements to which it has access are set forth on the First Revised Exhibit “B” attached hereto and made a part hereof. The layout of the Units in the Garden and Boardwalk Buildings described on the First Revised Exhibit “B” are shown on the plans entitled “Floor Plan of the East Harbour Condominium in (North) Truro depicting Units 8, 9, 10, 11, 12, 13 and 14, Scale: ¼ IN. = 1 FT., July and October, 2019 and filed herewith (“Floor Plans”).

The Boardwalk Building containing Units 10, 11, 12, 13 and 14 is one (1) story in height, is of wood frame construction with cedar shingle siding, asphalt shingle roof and a concrete slab foundation.

(2) The description of Units 8 and 9 in the Garden Building as set forth in Section 5 of the Master Deed is amended by deleting the same and inserting in their place the following:

“Unit 8 located on the first and second floors of the Garden Building contains and includes a living area/dining area/kitchen, a living area, three (3) bedrooms, two (2) bathrooms and a laundry area on the first floor, two (2) bedrooms and one (1) bathroom on the second floor and a stairway between the floors containing a living area of 1,373 square feet, more or less, and obtains access from a main entrance door to an exclusive use deck to common area ground, a second entrance to an exclusive use covered deck to common area ground as well as from a second floor slider to an exclusive use deck (the portion of the deck in front of Unit 8) and, for emergency purposes only, access over the exclusive use deck and stairs appurtenant to Unit 9 to the ground. The Unit will be granted an exclusive use easement for the deck, bench, outdoor shower and fire pit located on the southerly side of the first floor of the Unit, the covered porch located on the northerly side of the first floor of the Unit, the easterly portion of the deck located on the southerly side of the second floor of the Unit as well as the yard areas located on the northwesterly and southwesterly sides of the Unit, all as shown on the site and floor plans.

Unit 9 located on the second floor of the Garden Building contains and includes a living area/dining area/kitchen, one (1) bedroom and one (1) bathroom, containing a living area of 601 square feet, more or less, and obtains access from a main entrance slider door to an exclusive use deck to an exclusive use landing and stairs to a common area deck as well as from a second slider door to the same exclusive use deck and stairs. The Unit will be granted an exclusive use easement for the second floor deck (the portion of the deck in front of Unit 9) on the southerly side of the Unit as well as the landing and stairs located on the westerly side of the Unit, all as shown on the site and floor plans. The deck area on the first floor of the west side of the Garden Building is common area for both Units 8 and 9.

(3) The presently existing buildings containing residential Units comprised in Phase I and Phase II of the Condominium consist of 9 (nine) Buildings, Cottages 1, 2, 3, 4, 5, 6 and 7, the Garden Building and the Boardwalk Building, containing a total fourteen (14) residential Units. The Cottage Buildings and the Garden Building were previously described in the Master Deed. The Boardwalk Building is constructed principally of poured reinforced concrete footings, cellar walls and floors, of wood frame construction with stained cedar shingle siding and an asphalt shingle roof. The Boardwalk Building has one (1) floor above grade and a cellar below grade. The location of said Buildings and the access ways on said premises are shown on a plan of land entitled "Phase II Site Plan of Land in North Truro, as surveyed for Lexvest East Harbour, LLC, depicting the East Harbour Condominium, Scale: 1 IN = 30 FT, February, 2020, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." filed with the Barnstable County Registry District herewith.

(4) The two (2) renovated residential Units in the Garden Buildings as well as the five (5) residential Units included in Phase II of the Condominium, and the designation, location, approximate area, numbers of rooms, immediately access the common areas and other descriptive specifications thereof are as shown on the plans entitled "Floor Plan of the East Harbour Condominium in (North) Truro depicting Units 8, 9, 10, 11, 12, 13 and 14, Scale: ¼ IN. = 1 FT., February, 2020, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." consisting of two (2) sheets, which plans are filed with the Barnstable County Registry District herewith.

Unit 10 in the Boardwalk Building contains and includes a studio/kitchen and a bathroom containing an area of 277 square feet, more or less, and obtains access from a main entrance door to a common area covered deck. The Unit will be granted an exclusive use easement for the portion of the covered deck adjacent to the Unit as shown on the site and floor plans.

Unit 11 in the Boardwalk Building contains and includes a living area/dining area/kitchen, one (1) bedroom and a bathroom containing an area of 373 square feet, more or less, and obtains access from a main entrance door to a common area covered porch. The Unit will be granted an exclusive use easement for the portion of the covered deck adjacent to the Unit as shown on the site and floor plans.

Unit 12 in the Boardwalk Building contains and includes a living area/dining area, kitchen, one (1) bedroom and a bathroom containing 431 square feet, more or less, and obtains access from a main entrance door to a common area covered porch. The Unit will be granted an exclusive use easement for the portion of the covered deck adjacent to the Unit as shown on the site and floor plans.

Unit 13 in the Boardwalk Building contains and includes a living area/dining area/kitchen, one (1) bedroom and a bathroom containing an area of 372 square feet, more or less, and obtains access from a main entrance door to a common area covered porch. The Unit will be granted an exclusive use easement for the portion of the covered deck adjacent to the Unit as shown on the site and floor plans.

Unit 14 in the Boardwalk Building contains and includes a studio/kitchen and a bathroom containing an area of 277 square feet, more or less, and obtains access from a main entrance door to a common area covered deck. The Unit will be granted an exclusive use easement for the portion of the covered deck adjacent to the Unit as well as the deck area located on the westerly side of the Unit as shown on the site and floor plans.

The exclusive use easement grants for the covered porch may be used for the placement and use of customary outdoor furniture, The exclusive use deck appurtenant to Unit 14 may be used for the installation and use of an outdoor rinsing station and/or hot tub.

The provisions of said Master Deed with respect to (a) change of use and designation of rooms and space within a Unit and (b) modification, removal and installation of non-bearing walls within a Unit as set forth in Section 6 of said Master Deed, shall apply to the Units in said Phase II.

The designation of each of the Condominium Units in Phase II, a statement of their location, approximate area, the Phase to which it belongs, the number and designation of rooms and its immediately accessible common areas and facilities, are set forth in the First Revised Exhibit B, attached hereto and made a part hereof. Except as may hereafter set forth, the boundaries of the Units located in the Boardwalk Building comprising Phase II with respect to the floors, ceilings, walls, door and windows thereof are as follows:

a. Floors

The upper surface of the wood subflooring of the Building;

b. Ceilings

The plane of the lower surface of the ceiling joists located above the Unit;

c. Interior Walls

The vertical planes of the innermost surface of framing of the interior walls facing exterior walls;

d. Doors and Windows

As to the doors, the exterior surface thereof; as to the windows, the exterior surface of the glass and the interior surface of the window and door frames; and

e. Exterior Walls

The vertical planes of the innermost surface of the framing facing the Unit.

Although comprising common area, the exterior portions of the Boardwalk Building including the foundation, exterior walls and roof shall be maintained by the Owners of the Units located in the Boardwalk Building with each Unit Owner responsible for the percentage of such expenses as hereinafter set forth.

Any and all expenses for the maintenance, upkeep, repair and replacement of the exterior portions of the Cottage Buildings, the Garden Building and the Boardwalk Building containing the Units in the

Condominium including the roofs, exterior walls, foundations, slab shelves, basement floor, structural components and the like thereof (hereinafter a "Common Area Maintenance Fee Expense"), shall not be a common expense of all Units but shall be the sole expense of the owner or owners of the Units located in the particular building, with the Cottage Building Owners each responsible for one hundred (100%) percent of such expense, Unit 8 being responsible for fifty-five and 5/10 (55.5%) percent and Unit 9 being responsible for forty-four and 5/10 (44.5%) percent of the Garden Building Expense and with respect to the Boardwalk Building Units 10 and 14 each being responsible for fourteen (14%) percent and Units 11, 12 and 13 each being responsible for twenty-four (24%) percent of the Boardwalk Building Expense. The responsibility for payment of any such Common Area Maintenance Fee Expense shall, for purposes of collection from the respective Unit Owners in a Building, constitute a common area maintenance fee expense assessment against that Unit and shall be enforceable by the Trustees in the same manner as other common expense charges, assessment, the non-payments of which shall constitute a lien on the Unit of the delinquent Owner. The Trustees shall have all of the enforcement and collection rights as set forth in Section 6 of Chapter 183A of the Massachusetts General Laws. In the event that the Unit Owner or Owners in one of the buildings fails to maintain any exterior portion of the Building, including the foundation as well as the appurtenant exclusive use yard areas, walls or roofs, the Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST** shall make all final determinations with respect to the necessity of any such repairs, upkeep, maintenance or replacement and assess the cost of the same as hereinafter provided to the Unit owner or owners of such Units, which costs shall be added to the common expense due from such Unit Owners and which shall be enforceable against and collectible from the owner(s) of such Unit in the same manner as common expenses and charges, the nonpayment of which shall constitute a lien on any such Unit. The exterior portion of all buildings in the Condominium shall be maintained in a color, style and appearance as specified by the Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST** who shall ensure that the same are maintained in as neat and attractive manner as possible and no Unit Owner shall make any change to the color, style or appearance of the exterior portions of the Buildings, except as specified by the said Trustees.

- (5) The common areas and facilities of the Condominium including Phase II comprise and consist of
(a) the land described in Exhibit "A" annexed to said Master Deed, together with the benefit of and subject to

the rights and easements therein referred to, (b) all and the same elements, features and facilities of the buildings and grounds comprised in said Phase I and Phase II, which are described, defined and referred to in Sections 3, 5 and 8 of said Master Deed as common areas and facilities and (c) the deck located on the westerly side of the Boardwalk Building, as well as the basement of the Boardwalk Building. As provided in Section 8 of said Master Deed, said common areas and facilities shall be subject to the provisions of the By-Laws of **THE EAST HARBOUR CONDOMINIUM TRUST** under the Declaration of Trust dated June 20, 2019, registered with the Barnstable County Registry District of the Land Court as Document No. 1,378,446, and to rules and regulations promulgated pursuant thereto with respect to the use and maintenance thereof.

Each of the Units in the Condominium are to be granted the exclusive use of one or two parking spaces as delineated on the Site Plan which grant shall be set forth in the Unit Deed first conveying the Unit or, in the case of Units conveyed by Declarant prior to registration of this Amendment, by means of a Grant of Easement to be registered and noted upon the Certificate of Title issued for each such Unit. Included in this grant is the right to gain access to and egress from such parking spaces through the driveways of the Condominium. Unit Owners may lease or license the parking space(s) appurtenant to their Unit in the Condominium and the term of such lease or license shall not be greater than twelve (12) months. The five (5) unassigned parking spaces shown on the Phase II Site Plan are reserved by the Declarant for subsequent assignment, dedication or use as determined by the Declarant which may include use by non-owners or occupants of the Condominium

The phasing rights reserved by the Declarant in the Master Deed are hereby released with respect to the portion of the Condominium in Phase II. The Common Areas and Facilities of the Condominium now include the yards, lawns, driveways, decks, plants and walkways on the Condominium Premises and the improvements thereon and thereof (subject to such exclusive rights and easements appurtenant to Units as are set forth in said Master Deed or this First Amendment).

In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth and as provided in said Chapter 183A, the Owner or Owners of each Unit shall have, as appurtenant to such Unit,

the rights and easements, in common with the Owner or Owners of all other Units and subject to like rights and easements appurtenant to such other Units, to use the common areas and facilities, including without limiting the generality, driveway, ways, walks, paths, decks, common patio, conduits, ducts, pipes, plumbing, wiring, chimneys, flues and other facilities for the furnishing of utilities and services, subject always, however, to (a) the exclusive rights and easements herein granted to particular Units in certain facilities, (b) the restrictions and other provisions herein set forth, and (c) rules and regulations promulgated by the Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST**.

The Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST** shall have, and are hereby granted, the right of access at all reasonable times to each Unit for purpose of operations, inspection, protection, maintenance, repair and replacement of common areas and facilities, and correction, termination and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of provisions hereof.

The Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST** shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the driveway, ways, paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

If any portion of the common areas and facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the common areas and facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, any adjoining Unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments or parts of the common areas and facilities upon any Unit or of any Unit upon any other Unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

(6) The Site Plan for Phase II bearing the verified statement of a registered surveyor that said plan fully and accurately depicts the locations of the buildings included in Phase II of the Condominium, and the floor plans of the buildings and Units included in Phase II of the Condominium, showing the layout, location, unit designations and dimensions of the Units, and bearing the verified statement of a registered surveyor that said plans fully and accurately depict the same are filed herewith and captioned "Phase II Site Plan of Land in North Truro, as surveyed for Lexvest East Harbour, LLC, depicting the East Harbour Condominium, Scale: 1 IN = 30 FT, February, 2020, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." consisting of one (1) sheet, and "Floor Plans of the East Harbour Condominium in (North) Truro depicting Units 8, 9, 10, 11, 12, 13 and 14, Scale: ¼ IN. = 1 FT., July and February, 2020, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." consisting of two (2) sheets, which plans are filed herewith.

(7) Pursuant to provisions of Section 9 of said Master Deed, each Unit in the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefore in the First Revised Exhibit "C" annexed hereto and made a part hereof.

(8) With respect to the Boardwalk Building, the Declarant reserves the following listed rights and easements to the following described portions of the Common Area located therein and thereon which rights are reserved in perpetuity and assignable by Declarant to such other entity as Declarant may hereafter determine.

1. The Declarant hereby reserves the right and easement to install and maintain an electric solar generating system on the roof of the Boardwalk Building as well as the right to install and maintain the required equipment, meters, conduits and other required installations necessary for the operation of the system in the common areas adjacent to the Building. Declarant shall be solely responsible for obtaining all permits and approvals for the system and shall maintain the roof where the system is located. Further, the Declarant shall restore the roof to its condition prior to installation in the event the system is removed. All solar electric generating credits and any income derived from the operation of the system shall remain the property of the Declarant. The Declarant also retains an easement over such

portions of the Common Areas of the Condominium necessary for the repair, maintenance, upkeep and replacement of the solar system.

2. The Declarant hereby reserves the right and easement to the Basement portion of the Boardwalk Building, including the first floor storage room providing access to the same. This reservation is subject to the right of the Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST** to obtain access to the Basement area for purposes of the maintenance, upkeep and repair of the furnace, hot water heaters and sprinkler system as well as all pipes, lines and other facilities constituting portions of the common facilities of the Condominium providing heat, hot water, electricity and other utilities to the Units in the Boardwalk Building as well as the sprinkler system of the Condominium. The Declarant shall have the right under this easement to install a coin operated laundry facility for use by Unit Owners and their tenants with all income remaining the property of Declarant; to install storage area facilities and to lease or convey exclusive use easement grants of the same to Unit Owners; and to use the Basement for its own storage, laundry or other maintenance purposes. In the event that Declarant shall install such laundry facilities, the same shall obtain water by means of a separate water meter and the Declarant shall be responsible for all costs, including usage charges associated with the same.

The above-described rights and easements reserved by the Declarant may be assigned by the Declarant to such other persons or entities as the Declarant shall solely determine.

(9) Section 9, Subsection (c) of the Master Deed, Temperature Maintenance is amended by deleting the same in its entirety and inserting in its place the following:

“c. Temperature Maintenance With respect to any Unit not shut down and drained for the winter season, the Owner of such Unit in the Condominium shall maintain heat in their respective units at a temperature of at least 55 degrees Fahrenheit at all times during the winter season (which for purposes of this Section 9(c) shall commence on November 1st and

terminate on April 30th of each successive year). In the event that any such unit owner shall fail or neglect to maintain the aforementioned 55 degree Fahrenheit temperature in his or her unit, the Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST** shall have the right to enter into such Unit and take all necessary actions in order to ensure that the aforementioned 55 degrees Fahrenheit temperature is maintained in such Unit. In the event that any damage is occasioned to the Unit Owner's Unit, the common areas and facilities of the Condominium or to another unit in the Condominium or the furnishings therein as a result of the failure or neglect of a unit owner to maintain the aforementioned 55 degree Fahrenheit temperature in his or her unit, the unit owner who has failed or neglected to maintain such temperature shall be responsible for the costs of repairs to the damage occasioned in such common areas and facilities of the Condominium as well as any such other units and the furnishings therein.

The Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST** shall enforce and administer the provisions of this Section 9(c) and for that purpose shall have, and are hereby granted, the right of access at all reasonable times and upon reasonable notice to the Units for the purposes of inspection and maintenance of the heating systems servicing the units. Any and all costs and expenses, as hereinabove set forth, shall be assessed by the Trustees as part of the common expenses attributable from a unit owner immediately upon the assessment and billing of such costs and expenses. The provisions of this Section 9(c) regarding responsibility for costs and expenses upon the failure or neglect to properly heat a unit shall not apply to any failure due to natural disaster, interruptions of utility services or acts of God. The responsibility to maintain the aforementioned 55 degree Fahrenheit heat level in all of the units shall apply to the unit owner or owners as well as their tenants, guests and invitees.

(10) Section 12 of the Master Deed, Restrictions on Use of Units is amended in the following manner:

1. Subsection (a) is amended by deleting the first sentence thereof and substituting in its place the following:

“a. No Unit shall be used other than solely for residential purposes as a one-family type, single household unit, or multi-family use, said use to be in conformity with the Declaration of Covenant dated March 9, 2015, and registered as Document No. 1,269,069, as affected by the Partial Release From Declaration of Covenant to be hereafter registered, which will provide for the lawful year-round use of the Units.

2. Subsection (f) is amended by deleting the same in its entirety and substituting therefore the following subsection:

“f. In accordance with the provisions of the Declaration of Covenant as affected by the Partial Release referenced in Subsection (a) above, none of the Units in the Condominium are affected by a seasonal occupancy restriction and therefore the Trustees of **THE EAST HARBOUR CONDOMINIUM TRUST** shall annually in the fall of each year consult with the Unit Owners and determine which of the Units are going to be shut down and drained for the winter season and which shall remain open and heated. The Owners of any Unit or Units remaining open shall be subject to the provisions of Subsection (c) of Section 9 of this Master Deed regarding heating responsibilities. Only those Unit Owners electing to shut down their Units for the winter season shall be charged winterization expenses.”

(11) Exhibit “D” to the Master Deed, Architectural Design Review Guidelines is amended by deleting Paragraph 9 Decks and inserting in its place the following:

“9. Decks and Patios

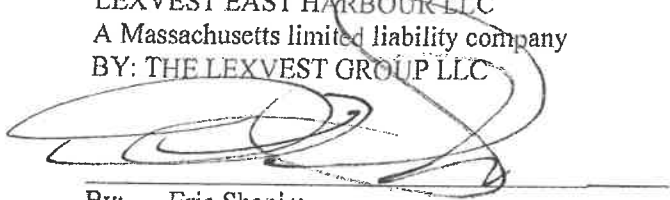
All decks must sit within the areas as approved by the Town of Truro and identified on the Site Plan. Patios may be installed in such locations and constructed of such materials as are approved in writing by the Trustees. A patio must be framed with pressure treated lumber, have a paver or stone surface and no railings can be installed. Decking must be 1” x 4” mahogany planking left to age naturally.”

(12) Except as herein expressly amended, all terms and provisions of said Master Deed shall remain in full force and effect and shall be applicable to govern all Units, the Owners thereof, and all common areas and facilities in Phases I and II of the Condominium.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK
SIGNATURE PAGE TO IMMEDIATELY FOLLOW

EXECUTED as a sealed instrument this 26th day of January, 2021.

LXVEST EAST HARBOUR LLC
A Massachusetts limited liability company
BY: THE LEXVEST GROUP LLC



By: Eric Shapiro
Its: Manager, duly authorized

COMMONWEALTH OF MASSACHUSETTS

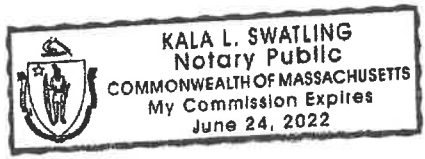
Barnstable, ss.

On this 26th day of January, 2021, before me, the undersigned notary public, personally appeared Eric D. Shapiro, Manager of The Lexvest Group LLC which is the Manager of Lexvest East Harbour LLC, who proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, ___ oath or affirmation of a credible witness, ___ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purposes in his capacity as Manager of The Lexvest Group LLC which is the Manager of Lexvest East Harbour LLC, and that he has the authority to sign in such capacity.



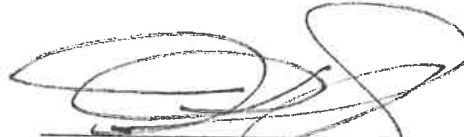
Notary Public, Kala L. Swatling

My Commission Expires: June 24, 2022



EXECUTED as a sealed instrument this 26th day of January, 2021.

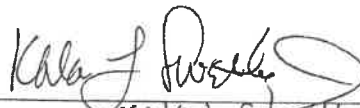
By: Lexvest East Harbour LLC, Trustee
By: The Lexvest Group LLC, its Manager



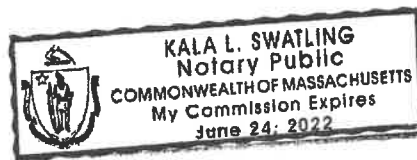
By: Eric D. Shapiro, Manager

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Barnstable, S.S.

On this 26th day of January, 2021, before me, the undersigned notary public, personally appeared Eric D. Shapiro who proved to me through satisfactory evidence of identification, which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Manager of The Lexvest Group LLC which is Manager of Lexvest East Harbour LLC, AS Trustee of The East Harbour Condominium Trust.


Notary Public: Kala L. Swatling

My Commission Expires: June 24, 2022



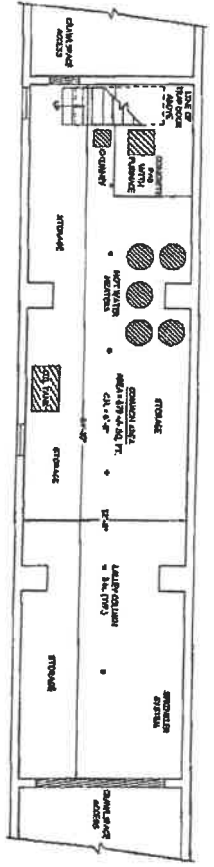
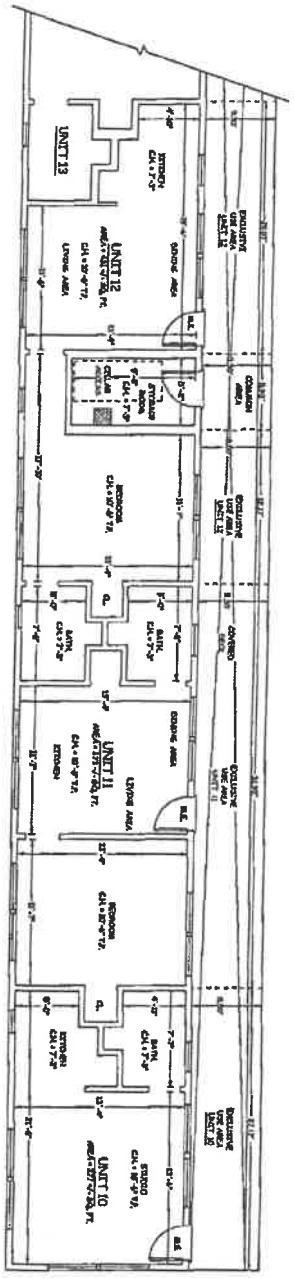
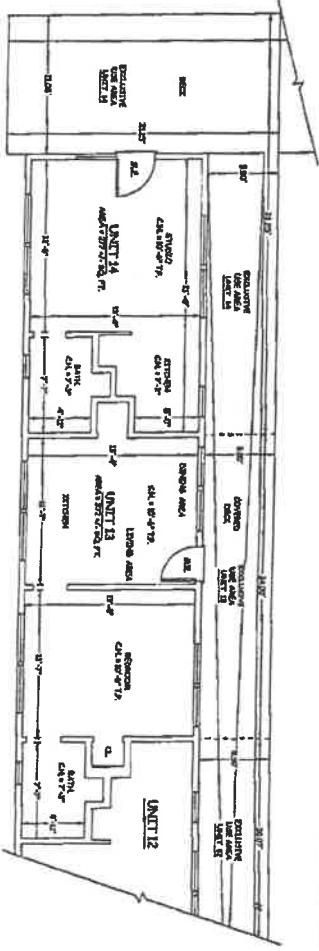
FIRST REVISED EXHIBIT "B"

UNIT DESIGNATION	BUILDING DESIGNATION/ DESCRIPTION	APPROXIMATE SQUARE FOOT AREA	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATELY ACCESSIBLE COMMON AREAS AND FACILITIES
1	Cottage 1 One Story	Unit Area 566 Sq. Ft. ± Living Area 524 Sq. Ft. ±	Five (5) rooms including living/dining area, kitchen bathroom and two (2) bedrooms	Main entrance door to common area ground
2	Cottage 2 One Story	Unit Area 567 Sq. Ft. ± Living Area 524 Sq. Ft. ±	Five (5) rooms including living/dining area, kitchen bathroom and two (2) bedrooms	Main entrance door to common area ground
3	Cottage 3 One Story	Unit Area 566 Sq. Ft. ± Living Area 524 Sq. Ft. ±	Five (5) rooms including living/dining area, kitchen bathroom and two (2) bedrooms	Main entrance door to common area ground
4	Cottage 4 One Story	Unit Area 566 Sq. Ft. ± Living Area 524 Sq. Ft. ±	Five (5) rooms including living/dining area, kitchen bathroom and two (2) bedrooms	Main entrance door to common area ground
5	Cottage 5 One Story	Unit Area 566 Sq. Ft. ± Living Area 524 Sq. Ft. ±	Five (5) rooms including living/dining area, kitchen bathroom and two (2) bedrooms	Main entrance door to common area ground
6	Cottage 6 One Story	Unit Area 568 Sq. Ft. ± Living Area 524 Sq. Ft. ±	Five (5) rooms including living/dining area, kitchen bathroom and two (2) bedrooms	Main entrance door to common area ground

FIRST REVISED EXHIBIT "B"

**IMMEDIATELY ACCESSIBLE
COMMON AREAS AND FACILITIES**

UNIT DESIGNATION	BUILDING DESIGNATION/ DESCRIPTION	APPROXIMATE SQUARE FOOT AREA	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATELY ACCESSIBLE COMMON AREAS AND FACILITIES
7	Cottage 7 One Story	Unit Area 633 Sq. Ft. ± Living Area 587 Sq. Ft. ±	Six (6) rooms including living/dining area, mud room, kitchen, bathroom and two (2) bedrooms	Main entrance door to common area ground
8	Garden Building One and 75/100 Story	1,373 Sq. Ft. ±	Eleven (11) rooms including living area/dining area/kitchen, living area, three (3) bedrooms and two (2) bathrooms on first floor, two (2) bedrooms and one (1) bathroom on second floor as well as a stairway between floors.	Main entrance door to common area ground, front entry door to common area deck and steps to common area ground and second floor sliding door to exclusive use deck and stairs to common area ground
9	Garden Building One and 75/100 Story	601 Sq. Ft. ±	Three (3) rooms including living area/dining area/kitchen, one (1) bedroom and one (1) bathroom all on second floor.	Main entrance sliding door to exclusive use deck and stairs to common area deck and ground.
10	Boardwalk Building One Story	277 Sq. Ft. ±	Two (2) rooms including studio/kitchen and one (1) bathroom.	Main entrance door to a common area covered porch.
11	Boardwalk Building One Story	373 Sq. Ft. ±	Three (3) rooms including living/dining, kitchen, one (1) bedroom and one (1) bathroom.	Main entrance door to a common area covered porch.
12	Boardwalk Building One Story	431 Sq. Ft. ±	Three (3) rooms including living/dining, kitchen, one (1) bedroom and one (1) bathroom.	Main entrance door to a common area covered porch.
13	Boardwalk Building One Story	372 Sq. Ft. ±	Three (3) rooms including living/dining, kitchen, one (1) bedroom and one (1) bathroom.	Main entrance door to a common area covered porch.
14	Boardwalk Building One Story	277 Sq. Ft. ±	Two (2) rooms including studio/kitchen and one (1) bathroom.	Main entrance door to a common area covered porch.



LEGEND

UNIT 1	RESIDENTIAL UNIT
UNIT 2	RESIDENTIAL UNIT
UNIT 3	RESIDENTIAL UNIT
UNIT 4	RESIDENTIAL UNIT
UNIT 5	RESIDENTIAL UNIT
UNIT 6	RESIDENTIAL UNIT
UNIT 7	RESIDENTIAL UNIT
UNIT 8	RESIDENTIAL UNIT
UNIT 9	RESIDENTIAL UNIT
UNIT 10	RESIDENTIAL UNIT
UNIT 11	RESIDENTIAL UNIT
UNIT 12	RESIDENTIAL UNIT
UNIT 13	RESIDENTIAL UNIT
UNIT 14	RESIDENTIAL UNIT
UNIT 15	RESIDENTIAL UNIT
UNIT 16	RESIDENTIAL UNIT
UNIT 17	RESIDENTIAL UNIT
UNIT 18	RESIDENTIAL UNIT
UNIT 19	RESIDENTIAL UNIT
UNIT 20	RESIDENTIAL UNIT
UNIT 21	RESIDENTIAL UNIT
UNIT 22	RESIDENTIAL UNIT
UNIT 23	RESIDENTIAL UNIT
UNIT 24	RESIDENTIAL UNIT
UNIT 25	RESIDENTIAL UNIT
UNIT 26	RESIDENTIAL UNIT
UNIT 27	RESIDENTIAL UNIT
UNIT 28	RESIDENTIAL UNIT
UNIT 29	RESIDENTIAL UNIT
UNIT 30	RESIDENTIAL UNIT
UNIT 31	RESIDENTIAL UNIT
UNIT 32	RESIDENTIAL UNIT
UNIT 33	RESIDENTIAL UNIT
UNIT 34	RESIDENTIAL UNIT
UNIT 35	RESIDENTIAL UNIT
UNIT 36	RESIDENTIAL UNIT
UNIT 37	RESIDENTIAL UNIT
UNIT 38	RESIDENTIAL UNIT
UNIT 39	RESIDENTIAL UNIT
UNIT 40	RESIDENTIAL UNIT
UNIT 41	RESIDENTIAL UNIT
UNIT 42	RESIDENTIAL UNIT
UNIT 43	RESIDENTIAL UNIT
UNIT 44	RESIDENTIAL UNIT
UNIT 45	RESIDENTIAL UNIT
UNIT 46	RESIDENTIAL UNIT
UNIT 47	RESIDENTIAL UNIT
UNIT 48	RESIDENTIAL UNIT
UNIT 49	RESIDENTIAL UNIT
UNIT 50	RESIDENTIAL UNIT
UNIT 51	RESIDENTIAL UNIT
UNIT 52	RESIDENTIAL UNIT
UNIT 53	RESIDENTIAL UNIT
UNIT 54	RESIDENTIAL UNIT
UNIT 55	RESIDENTIAL UNIT
UNIT 56	RESIDENTIAL UNIT
UNIT 57	RESIDENTIAL UNIT
UNIT 58	RESIDENTIAL UNIT
UNIT 59	RESIDENTIAL UNIT
UNIT 60	RESIDENTIAL UNIT
UNIT 61	RESIDENTIAL UNIT
UNIT 62	RESIDENTIAL UNIT
UNIT 63	RESIDENTIAL UNIT
UNIT 64	RESIDENTIAL UNIT
UNIT 65	RESIDENTIAL UNIT
UNIT 66	RESIDENTIAL UNIT
UNIT 67	RESIDENTIAL UNIT
UNIT 68	RESIDENTIAL UNIT
UNIT 69	RESIDENTIAL UNIT
UNIT 70	RESIDENTIAL UNIT
UNIT 71	RESIDENTIAL UNIT
UNIT 72	RESIDENTIAL UNIT
UNIT 73	RESIDENTIAL UNIT
UNIT 74	RESIDENTIAL UNIT
UNIT 75	RESIDENTIAL UNIT
UNIT 76	RESIDENTIAL UNIT
UNIT 77	RESIDENTIAL UNIT
UNIT 78	RESIDENTIAL UNIT
UNIT 79	RESIDENTIAL UNIT
UNIT 80	RESIDENTIAL UNIT
UNIT 81	RESIDENTIAL UNIT
UNIT 82	RESIDENTIAL UNIT
UNIT 83	RESIDENTIAL UNIT
UNIT 84	RESIDENTIAL UNIT
UNIT 85	RESIDENTIAL UNIT
UNIT 86	RESIDENTIAL UNIT
UNIT 87	RESIDENTIAL UNIT
UNIT 88	RESIDENTIAL UNIT
UNIT 89	RESIDENTIAL UNIT
UNIT 90	RESIDENTIAL UNIT
UNIT 91	RESIDENTIAL UNIT
UNIT 92	RESIDENTIAL UNIT
UNIT 93	RESIDENTIAL UNIT
UNIT 94	RESIDENTIAL UNIT
UNIT 95	RESIDENTIAL UNIT
UNIT 96	RESIDENTIAL UNIT
UNIT 97	RESIDENTIAL UNIT
UNIT 98	RESIDENTIAL UNIT
UNIT 99	RESIDENTIAL UNIT
UNIT 100	RESIDENTIAL UNIT

1. IDENTIFY UNIT FROM PLANNING ROOM
BASED ON REVISIONS OF THE
REVISIONS OF THE PLANNING ROOM
CONSTRUCTION OF THE PROJECT.

2. IDENTIFY UNIT FROM PLANNING ROOM
BASED ON REVISIONS OF THE
REVISIONS OF THE PLANNING ROOM
CONSTRUCTION OF THE PROJECT.

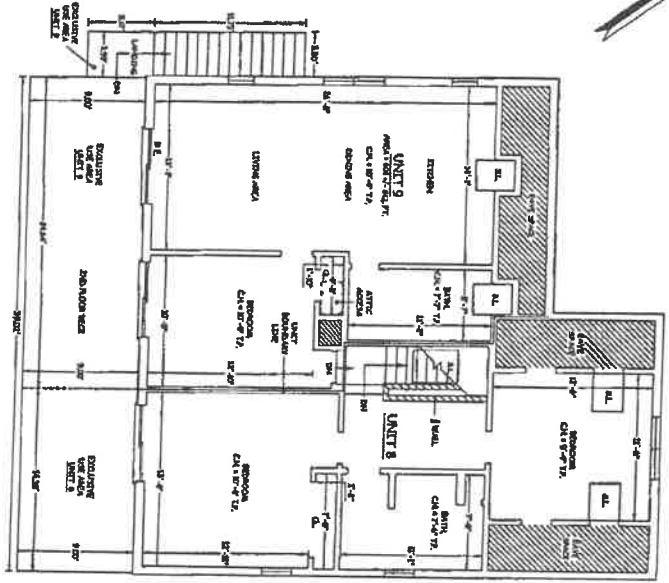


SHEET ONE OF TWO SHEETS

W/ doc 1 419, 484

1084 6147 1 cap (1)

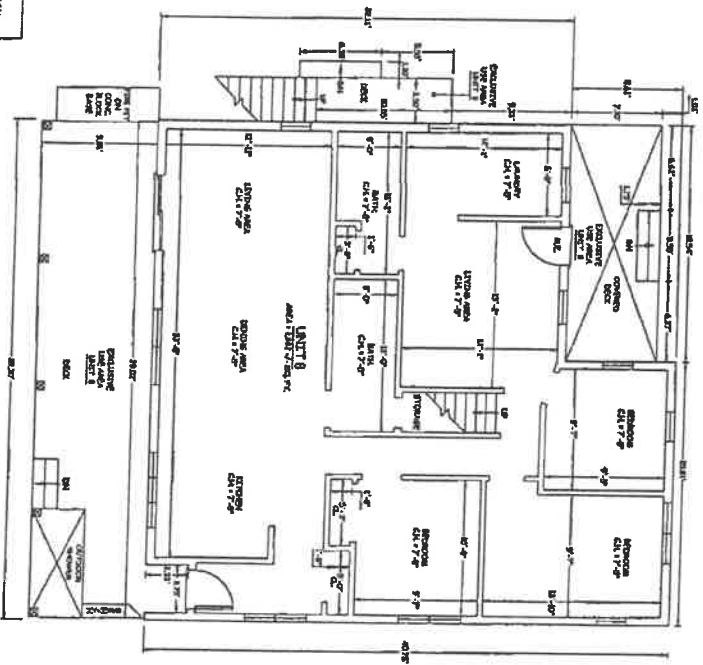
EAST HARBOUR CONDOMINIUM
PHASE II
FLOOR PLAN OF THE
(NORTH) TRAIL
UNITS 10, 11, 12, 13, 14
REVISIONS
41 OFF QUINCY ROAD, NORTH DARTMOUTH, MASS.
1-800-323-8



SECOND FLOOR

SYMBOL	DESCRIPTION
(Symbol)	CONDO UNIT
(Symbol)	COMMON AREA
(Symbol)	STAIR
(Symbol)	ELEVATOR
(Symbol)	MECHANICAL ROOM
(Symbol)	STORAGE
(Symbol)	ENTRY
(Symbol)	REAR PORCH
(Symbol)	FRONT PORCH

GARDEN BUILDING



FIRST FLOOR



PHASE II
REVISED FLOOR PLAN OF THE
EAST HARBOUR CONDOMINIUM

(NORTH) TRUNO

REVIZING

UNITS 8 & 9

WILLIAM N. ROGERS

PROFESSIONAL

CIVIL ENGINEER & LAND SURVEYOR

4107 SHELDON ROAD, WINDSOR, ONT. L9C 1A5

PROV. REG. NO. 12345678

SCALE: 1/4" = 1'-0"

DATE: 11/17/11

PROJECT: EAST HARBOUR CONDOMINIUM PHASE II

NO. 10-10284

784 6th 1 cdb

784 6th 1 cdb

I CERTIFY THAT THIS IS AN ACCURATE REPRESENTATION OF THE AS-BUILT CONDITIONS OF THE BUILDING AS SHOWN ON THIS PLAN AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CONDOMINIUM ACT.

WILLIAM N. ROGERS
PROFESSIONAL CIVIL ENGINEER & LAND SURVEYOR

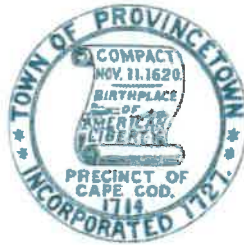
I CERTIFY THAT THESE ARE THE REVISED FLOOR PLANS OF THE UNITS 8 & 9 AND THAT THE SAME COMPLY WITH THE REQUIREMENTS OF THE CONDOMINIUM ACT.

WILLIAM N. ROGERS
PROFESSIONAL CIVIL ENGINEER & LAND SURVEYOR

TOWN OF PROVINCETOWN

Department of Public Works
Buildings & Grounds Division
Engineering Division
Highway Division
Sanitation Division
Transfer Station/Recycling Center
Water & Sewer Division

Richard J. Waldo, P.E., Director
Steven H. Wlodkowski, Deputy Director
Sherry Prada, Operations Director
Cody J. Salisbury, Water Superintendent



Veterans Memorial Community Center

2 Mayflower St., Room 74
Mail: 260 Commercial Street
Provincetown MA 02657
Phone: 508.487.7060
FAX: 508.487.4675

<http://www.provincetown-ma.gov>

rwaldo@provincetown-ma.gov
swlodkowski@provincetown-ma.gov
sprada@provincetown-ma.gov
csalisbury@provincetown-ma.gov

February 1, 2021

HEALTH DEPARTMENT
TOWN OF TRURO

FEB 02 2021

RECEIVED BY

Lexvest East Harbour
c/o RKM Property Management
74 Shank Painter Rd
Provincetown, MA 02657

Re: 618 Shore Rd. (N. Truro), Water Service Inspection for Year Round Condo Feasibility

To whom it may concern:

The Town of Provincetown Water Department has performed an inspection of the current water service and meter arrangement at the above-referenced property. The purpose of the inspection was to determine the feasibility of year-round occupancy of the condominium unit within the building(s) in accordance with the Town of Truro regulations. Attached is a copy of the inspection checklist for reference, with key findings listed below. Please note the Water Department is only inspecting aspects related to the water service and meter(s); a licensed plumber should be consulted in order to evaluate interior domestic plumbing. Based upon the inspection checklist, it appears the current water service and meter arrangement is suitable for year-round occupancy.

Should you have any further questions please do not hesitate to contact me.
Very truly yours,

Cody J. Salisbury
Water Superintendent

cc: Lynne Budnick, Town of Truro



1001303

PROVINCETOWN WATER DEPARTMENT

HEALTH DEPARTMENT
TOWN OF TRURO

TRURO YEAR ROUND CONDOMINIUM REQUEST – WATER SERVICE SUITABILITY

CHECKLIST

RECEIVED BY: _____

SERVICE ADDRESS: 618 Shore Rd

DATE OF INSPECTION: 25 Jan 2020

Are the units individually metered?

#s 1-7 yes
8+9 yes
10-14 yes

Is the meter(s) located in the building or a pit? If in the building, is water meter and service entrance protected from freezing?

#s 1-7 Pit
8+9 basement YES
10-14 basement YES

Are there individual shut-off valves, distribution manifold, or valve pit for each unit located *before* (upstream) each water meter on the property? If a single condominium unit within a building or parcel is requesting year round service, isolation valves must exist *before* (upstream) each meter.

#s 1-7 YES
#s 8+9 YES
#s 10-14 YES

Is the water service approximate bury depth sufficient to protect from freezing (standard is 4 feet)?

#s 1-7 YES
#s 8+9 YES
#s 10-14 YES

Is current water service compliant material (CTS polyethylene meeting AWWA C901 Standards)?

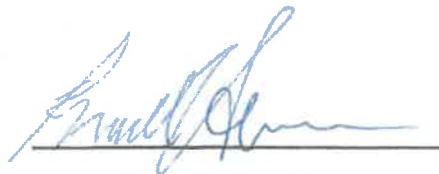
#s 1-7 YES
8+9 YES
10-14 YES

Provincetown Water Dept. role is to inspect water service & meter location only for suitability of year-round use.

Provincetown Water Dept. does not inspect domestic plumbing systems located downstream of the meter location. A licensed plumber shall be consulted for evaluation.



Provincetown Water Dept. Technician



Property Owner/Owner's Representative

PAID
1026

\$250 + 14 units (700) = \$950



TOWN OF TRURO

24 Town Hall Road
PO Box 2030
Truro, MA 02666
508-349-7004

Tel (508)-349-7004
Fax (508)-349-5508

Step 1- Pre Application
Condominium Conversion Application

Date: 1/13/2020

Establishment Name: EAST HARBOUR CONDOMINIUM TRUST

Property Address: 618 SHORE RD TRURO 5-13

Mailing Address: _____

Designated representatives: KAREN POTTS

Telephone: 508-237-1556

Email: KAREN.POTTS.EMAIL@GMAIL.COM

<u>Unit #'s Going Year-Round:</u>
14
<u>Unit #'s Staying Seasonal:</u>
0

Property Compliance Checklist- preliminary file research

Health

- Current Title V inspection report
- 105 CMR 410 – Minimum Standards for Human Habitation – general compliance

Conservation

- If any required site work is in a resource area or buffer zone make proper filings with Truro Conservation Commission
- Are there any open Orders that need to be closed with application for Certificate of Compliance?

Site and Utilities

- Water – If on town water provide sign-off from Provincetown Water Department regarding suitability of on-site distribution system for year-round use.
- Gas – individually metered units if source is common tank
- Electric – units are individually metered

Building (based on 780 CMR – 9th edition)

- Egress, light and ventilation – compliant with R102.6.4
- Bedroom and basement emergency escape and rescue openings – compliant with R310
- Energy – compliant with Ch. 11 and 2015 IECC 505 w/ appendix AA (stretch code)

Notes

12/18/18

inspected all 35 systems

**BUILDING DEPARTMENT
TOWN OF TRURO**

FEB 03 2020

RECEIVED BY:

Eric is still the developer on this project as only 2 units (#1 + #3) have been sold

Jay Murphy is working on the contract

→ updated in 2018 + will contact Coley for letter

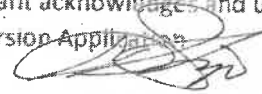
← RECENT PERMITTING AND ASSOCIATION WORK DONE - MAJOR REMODEL CODE COMPLIANT

- Fire protection – compliant with R313 and R314. For multifamily units (3 or more per building) compliance with 2015 IBC, Ch. 9, with MA amendments.
- Fire separation assemblies – for single and two unit dwellings compliant with R302 and for multiunit buildings compliant with Ch. 7
- Laundry connection per 248 CMR 10.10(o), properly connected to septic system
- Install 1.6 gallons/flush toilets
- For all gas-fired appliances install code-compliant vents
- Upgrade wall and above-counter electric outlets
- For new circuits install arc-fault circuit breakers
- All kitchen appliances on individual circuits

Other Staff Notes:

Evaluate Fertigation on this site
+ connex of the irrigation well.

Applicant acknowledges and understand content of checklist. The checklist hereby becomes part of the Conversion Application



Eric Shapiro, trustee

1/16/20 EAP

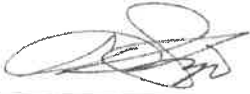
Signature

print name

date

In a meeting of the Unit Owners of the East Harbour Condominium Trust, the unit owners voted to authorize Karen Potts to act as representative of the condominium, and further, the Unit Owners have agreed to pursue the Step 1 application for the year-round condominium conversion process with the Town of Truro.

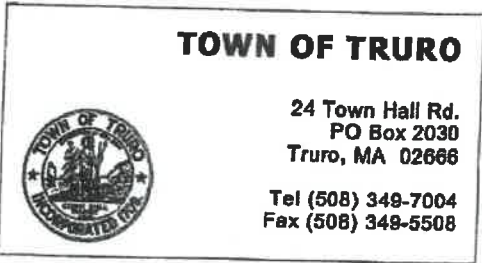
Signed this ¹⁶ day of January, 2020



Trustee Signature

Step 2: Condominium Conversion Application

Date: February 25th, 2021
 Establishment Name: EAST HARBOUR CONDOMINIUM TRUST
 Property Address: 1618 SHORE ROAD, NORTH TRURO, MA
 Mailing Address: C/O Lexvest East Harbor, LLC
141 PARKER STREET, SUITE 305
MAYNARD, MA 01754
 Designated representatives: Matthew Blackham
 Telephone: 781-494-4000
 Email: M.Blackham@Lexvest.com



BUILDING DEPARTMENT
TOWN OF TRURO

SEP 20 2021

RECEIVED BY:

Please identify the type of conversion being sought:

- Existing Cottage Colony/Motel to seasonally restricted use (year-round manager's unit allowed)
- Existing Cottage Colony/Motel to year-round use (full property or individual units)
- Existing Condominium to year-round use (full property or individual units)

Current number of: Units Bedrooms
 Unit #'s Going Year-Round: 14 25
 Unit #'s Staying Seasonal: 0 0

Proposed number of: 14 Units 25 Bedrooms
EAST HARBOUR CONDOMINIUM TRUST

MCS
 Applicant Signature _____ Date 2/24/21

Submit the following documents in support of this application:

- Completed Declaration of Covenant (for newly created condominiums –seasonal or year-round use)
- Completed Modification/Removal of Covenant (existing condominiums)
- Parking plan (newly created condominiums) approved: [Signature] 8-15-22
Building Commissioner date
- Septic Plan (if required by Health Dept.)
APPROVED approved: [Signature] 8/11/2022
Health Agent date

Current Septic System Inspection Report

June 2021 1990 & 1994
date year of installation

Property Compliance Checklist from Step 1 - Pre Application

Comments of the Health Agent

All systems have been reviewed & repaired/updated to accommodate 1/2 round occupancy. (Water/WW)

The unit inspections were conducted thorough & no issues were observed.

Emily Babe 8/11/2022
Health Agent date

Comments of the Building Commissioner

New CO issued referencing the year-round units versus the seasonally restricted units.

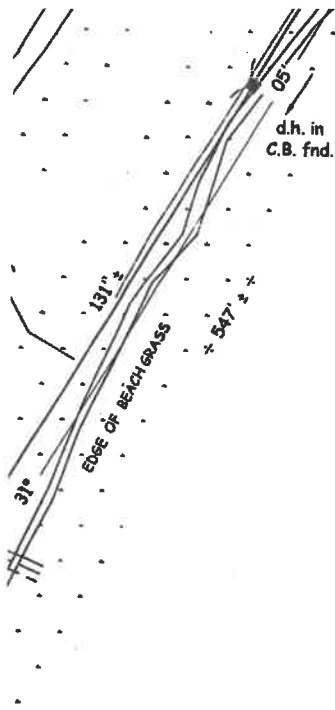
[Signature] 8-15-22
Building Commissioner date

The Town of Truro, as represented by its Select Board shall execute the attached Covenant subject to the successful completion of the required actions outline in the Condominium Conversion Process.

This application has been approved by the undersigned:

Select Board

date



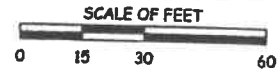
JUDITH A. M
L.
CERTIF. (N

PARKING PLAN 00
REVERSE

DATUM = 1929 N.G.V.D.

NOTE: x 12.43' DENOTES SPOT ELEVATION.

REFERENCE: LAND COURT PLAN 40948 A
CERTIFICATE OF TITLE NO. 96279



PLAN OF LAND
IN
(NORTH) TRURO
AS SURVEYED FOR
LEXVEST EAST HARBOUR
(NO. 618 SHORE ROAD)

SCALE: 1 IN. = 30 FT. APRIL, 2015

WILLIAM N. ROGERS
PROFESSIONAL
CIVIL ENGINEERS & LAND SURVEYORS
41 OFF CEMETERY ROAD, PROVINCETOWN, MASS.
508.487.1565 / 508.487.5809 FAX

LEGEND:

D.M.H.	= DRAINAGE MANHOLE
M.H.	= MANHOLE
S.M.H.	= SEWER MANHOLE
W.G.	= WATER GATE
T.P.	= UTILITY POLE
U/G	= UNDERGROUND
L.P.	= LIQUID PROPANE

OWNER: SONJA SODERBERG

For Registry of Deeds Use Only



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 8B – Certificate of Compliance
 Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

SE#75-1002

Provided by DEP

A. Project Information

Important:
 When filling out forms on the computer, use only the tab key to move your cursor - do not use the return key.



1. This Certificate of Compliance is issued to:

Lexvest East Harbour LLC

Name

141 Parker Street, Suite 305

Mailing Address

Maynard

City/Town

MA

State

01754

Zip Code

2. This Certificate of Compliance is issued for work regulated by a final Order of Conditions or Order of Resource Area Delineation issued to:

Lexvest East Harbour LLC (Eric Shapiro)

Name

March 24, 2017

Dated

SE#75-1002

DEP File Number

3. The project site is located at:

618 Shore Road

Street Address

5

Assessors Map/Plat Number

Truro

City/Town

13

Parcel/Lot Number

The final Order of Conditions or Order of Resource Area Delineation was recorded at the Registry of Deeds for:

Lexvest East Harbour LLC

Property Owner (if different)

Barnstable

County

Book

Doc

Page

Doc# 1325059 (original), Doc # 1393905 (extension), Cert # 208141 LCP # 40948-A
 Certificate

4. A site inspection was made in the presence of the applicant, or the applicant's agent, on:

September 8, 2022

Date

B. Certification

Check all that apply:

- Complete Certification:** It is hereby certified that the work regulated by the above-referenced Order of Conditions has been satisfactorily completed.

Conservation Commission
 TOWN OF TRURO
 OCT 18 2022



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 8B – Certificate of Compliance
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:

SE#75-1002

Provided by DEP

B. Certification (cont.)

Partial Certification: It is hereby certified that only the following portions of work regulated by the above-referenced Order of Conditions have been satisfactorily completed. The project areas or work subject to this partial certification that have been completed and are released from this Order are:

Invalid Order of Conditions: It is hereby certified that the work regulated by the above-referenced Order of Conditions never commenced. The Order of Conditions has lapsed and is therefore no longer valid. No future work subject to regulation under the Wetlands Protection Act may commence without filing a new Notice of Intent and receiving a new Order of Conditions.

Ongoing Conditions: The following conditions of the Order shall continue: (Include any conditions contained in the Final Order, such as maintenance or monitoring, that should continue for a longer period).

Condition Numbers:

Order of Resource Area Delineation: It is hereby certified that the wetland resource area delineation for the above-referenced Order of Conditions has been satisfactorily completed

C. Authorization

Issued by:

Truv

Conservation Commission

9/30/2022
Date of Issuance

This Certificate must be signed by a majority of the Conservation Commission and a copy sent to the applicant and appropriate DEP Regional Office (See <https://www.mass.gov/service-details/massdep-regional-offices-by-community>).



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 8B – Certificate of Compliance
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40


DEP File Number:


SE#75-1002


Provided by DEP


C. Authorization (cont.)

Signatures:


Signature


Signature


Signature



Signature


Signature


Signature

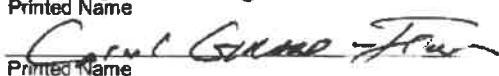
Signature

Signature


Printed Name


Printed Name


Printed Name


Printed Name

Printed Name

Printed Name

Printed Name

Printed Name



Massachusetts Department of Environmental Protection
Bureau of Resource Protection - Wetlands
WPA Form 8B – Certificate of Compliance
Massachusetts Wetlands Protection Act M.G.L. c. 131, §40

DEP File Number:
SE#75-1002

Provided by DEP

D. Recording Confirmation

The applicant is responsible for ensuring that this Certificate of Compliance is recorded in the Registry of Deeds or the Land Court for the district in which the land is located.

Detach on dotted line and submit to the Conservation Commission.

To:

Truro
Conservation Commission

Please be advised that the Certificate of Compliance for the project at:

618 Shore Road
Project Location

SE# 75-1002
DEP File Number

Has been recorded at the Registry of Deeds of:

Barnstable
County

for:

Lexvest East Harbour LLC
Property Owner

and has been noted in the chain of title of the affected property on:

Date Book Page

If recorded land, the instrument number which identifies this transaction is:

If registered land, the document number which identifies this transaction is:

Document Number

Signature of Applicant

BUILDING DEPARTMENT
TOWN OF TRUROSEP 20 2021
RECEIVED BY:**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 3rd day of August, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April

1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Property Address: 618 Shore Road, Unit 1, North Truro

Executed as of the date and year above written.



Peter M. Adeson, Owner of Unit 1



Elizabeth C. Adeson, Owner of Unit 1

State/Commonwealth of Virginia
County of Loudoun

On this 3 day of August, 2021, before me, the undersigned notary public, personally appeared **Peter M. Adeson and Elizabeth C. Adeson**, proved to me through satisfactory evidence of identification, which were personally known, to be the persons whose names are signed on the preceding or attached document, and who swore and

affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it as their free act and deed.

Notary Public,

My commission expires: 8-31-24

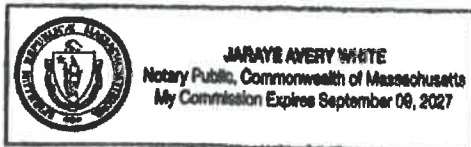


Julie F. Godby
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #153982
My Commission Expires
8-31-24

Commonwealth of Massachusetts
On this _____ day of _____
before me, the undersigned Notary Public, personally appeared _____
proved to me through satisfactory evidence of identification, which were _____
to be the person whose name is signed on the preceding or attached document and
acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
ss: or _____

Commonwealth of Massachusetts
On this 09th day of August, 2021
before me, the undersigned Notary Public, personally appeared
YADU
proved to me through satisfactory evidence of identification, which were YADU
to be the person whose name is signed on the preceding or attached document and
acknowledged to me that he/she signed it voluntarily for its stated purpose.
Julie F. Godby
Notary Public
My Commission Expires 9.7.2027



**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 19th day of APRIL, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Property Address: 618 Shore Road, Unit 2, North Truro

Executed as of the date and year above written.

Coastal Blue Barnstable I, LLC



**Bradley Callahan, Manager
Owner of Unit 2**

State/Commonwealth of Maryland

County of Anne Arundel

On this 19 day of April, 2021, before me, the undersigned notary public, personally appeared **Bradley Callahan, Manager**, proved to me through satisfactory evidence of identification, which was known to me, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Manager of Coastal Blue Barnstable I, LLC.



Notary Public,

My commission expires:

**Ann M. Reid
Notary Public
Anne Arundel County
Maryland**
My Commission expires 8/10/2023

**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 3rd day of June, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

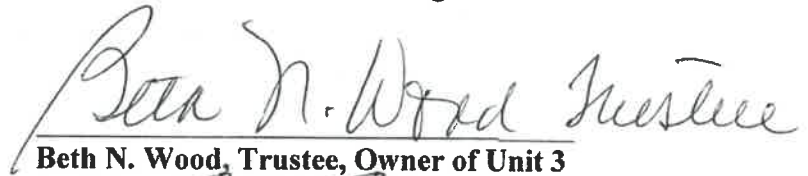
2. This Release is binding on the heirs, successors and assigns of the parties hereto.

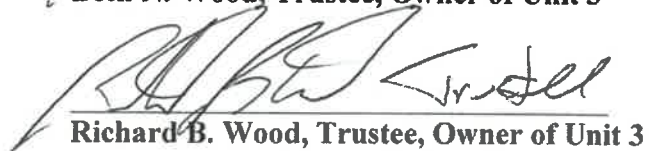
[Signature Pages Follow]

Property Address: 618 Shore Road, Unit 3, North Truro

Executed as of the date and year above written.

The Beth N. Wood 2016 Living Trust


Beth N. Wood, Trustee, Owner of Unit 3


Richard B. Wood, Trustee, Owner of Unit 3

State/Commonwealth of MA

County of Barnstable

On this 3rd day of June, 2021, before me, the undersigned notary public, personally appeared **Beth N. Wood and Richard B. Wood, Trustees**, proved to me through satisfactory evidence of identification, which were MA drivers license, proved to be the persons whose names are signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it as their free act and deed as Trustees of The Beth N. Wood 2016 Living Trust.


Notary Public, Erin Roberts

My commission expires: 10/12/23



ERIN M. ROBERTS
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 12, 2023

TRUSTEE'S CERTIFICATE
THE BETH N. WOOD 2016 LIVING TRUST

BETH N. WOOD and RICHARD B. WOOD, Trustees of The Beth N. Wood 2016 Living Trust, under a Declaration of Trust dated May 16, 2016, an Abstract of which is recorded with the Barnstable County Registry District of the Land Court as Document No. 1,382,659, with a mailing address of P.O. Box 1175, Truro, MA 02666 hereby on oath certify that:

1. We are currently the sole Trustees of said Trust.
2. Said Trust has not been altered, amended, revoked or terminated.
3. That all of the beneficiaries of the Trust are of full legal age and are competent.
4. Pursuant to said Trust, and as authorized and directed by all the beneficiaries, We as Trustees, have full power and authority to sign a Partial Release from Declaration of Covenant with the Town of Truro, allowing for year-round use of our property located at 618 Shore Road, Unit 3, Truro, MA, pursuant to said Trust.

The undersigned Trustee has full power and authority pursuant to the terms of said Trust to execute such documents and instruments as the Trustee shall deem necessary in order to effectuate the above-described transactions.

Further your deponent sayeth not.

Signed under the penalties of perjury this 3rd day of June, 2021.

Beth N. Wood Trustee
Beth N. Wood, Trustee

Richard B. Wood Trustee
Richard B. Wood, Trustee

Commonwealth of Massachusetts
County of Barnstable

On this 3rd day of June, 2021, before me, the undersigned notary public, personally appeared **Beth N. Wood and Richard B. Wood, Trustees**, proved to me through satisfactory evidence of identification, which was MA drivers license, proved to be the persons whose names are signed on the preceding or attached document as their free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it as their free act and deed as Trustees of The Beth N. Wood 2016 Living Trust.

Erin Roberts
Erin Roberts, Notary Public

My commission expires: 10/12/23



ERIN M. ROBERTS
Notary Public
Commonwealth of Massachusetts
My Commission Expires October 12, 2023

Property Address: 618 Shore Road, Unit 4, North Truro

**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this ____ day of _____, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC**, a **Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1.269.069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Executed as of the date and year above written.

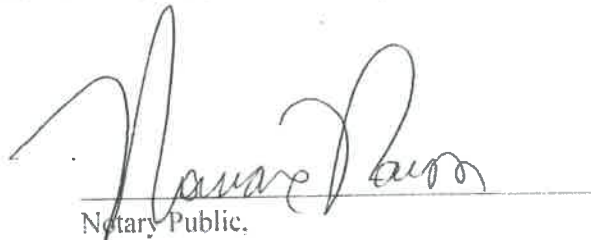
Tree Holdings, LLC
by its Manager
Tree Management, LLC



Eric D. Shapiro, Manager
Owner of Unit 4

State/Commonwealth of Mass
County of Middlesex

On this 24 day of May, 2021, before me, the undersigned notary public, personally appeared **Eric D. Shapiro, Manager**, proved to me through satisfactory evidence of identification, which was license, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Manager of The Lexvest Group LLC.



Notary Public.

My commission expires: 1/20/23

Property Address: 618 Shore Road, Unit 5, North Truro

**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 24th day of May, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 16 day of August, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Executed as of the date and year above written.

Matthew G. Blackham, Owner of Unit 6

State/Commonwealth of MASSACHUSETTS
County of ESSEX

On this 1st day of AUGUST, 2021, before me, the undersigned notary public, personally appeared **Matthew G. Blackham**, proved to me through satisfactory evidence of identification, which was personally known, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it as his free act and deed.

Notary Public
THOMAS W. TAVENNER, JR.
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
August 19, 2027

My commission expires:

**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this ____ day of _____, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069:

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction"):

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Executed as of the date and year above written.

Lexvest East Harbour LLC
by its Manager
The Lexvest Group LLC



Eric D. Shapiro, Manager
Owner of Unit 7

State/Commonwealth of mass

County of Middlesex

On this 24 day of May, 2021, before me, the undersigned notary public, personally appeared **Eric D. Shapiro, Manager**, proved to me through satisfactory evidence of identification, which was Lexvest, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Manager of The Lexvest Group LLC.



Notary Public,
my COMMISSION expires 1/20/23

My commission expires: 1/20/23

**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 18 day of June, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Property Address: 618 Shore Road, Units 8 & 9, North Truro

Executed as of the date and year above written.

Joel Casey Realty Trust

Annette L. Norton

Annette L. Norton, Trustee

Owner of Units 8 & 9

State/Commonwealth of Massachusetts

County of Barnstable

On this 18 day of June, 2021, before me, the undersigned notary public, personally appeared **Annette L. Norton, Trustee**, proved to me through satisfactory evidence of identification, which was MA drivers license, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief, and acknowledged to me that she signed it as her free act and deed as Trustee of the Joel Casey Realty Trust.

Samantha L. Siar
Notary Public, Samantha Siar

My commission expires: 8-26-22



TRUSTEE'S CERTIFICATE

JOEL CASEY REALTY TRUST

The undersigned, **ANNETTE L. NORTON, Trustee of the Joel Casey Realty Trust**, u/d/t dated November 2, 2012, a Declaration of Trust of which is recorded with the Barnstable County Registry District of the Land Court as Document No. 1,389,858, with an address of with an address of 19 Parmenter Road, Framingham, MA 01701, hereby on oath certifies that:

1. I am currently the sole Trustee of said Trust.
2. Said Trust has not been altered, amended, revoked or terminated.
3. That all of the beneficiaries of the Trust are of full legal age and are competent.
4. Pursuant to said Trust, and as authorized and directed by all the beneficiaries, I as Trustee, have full power and authority to sign a Partial Release from Declaration of Covenant with the Town of Truro, allowing for year-round use of my property located at 618 Shore Road, Units 8 & 9, Truro, MA, pursuant to said Trust.

The undersigned Trustee has full power and authority pursuant to the terms of said Trust to execute such documents and instruments as the Trustee shall deem necessary in order to effectuate the above-described transaction.

Further your deponent sayeth not.

Witness my hand and seal this 18 day of June, 2021.

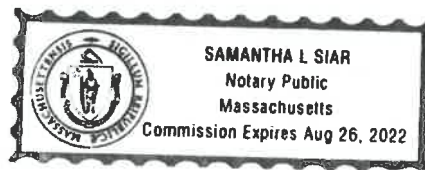
Annette L Norton, Trustee
Annette L. Norton, Trustee

State/Commonwealth of MASSACHUSETTS
County of Barnstable

On this 18 day of JUNE, 2021, before me, the undersigned notary public, personally appeared **Annette L. Norton, Trustee**, proved to me through satisfactory evidence of identification, which was MA Drivers License, proved to be the person whose name is signed on the preceding or attached document as her free act and deed in my presence, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief, and acknowledged to me that she signed it as her free act and deed on behalf of the Joel Casey Realty Trust.

Samantha L. Siar
Samantha Siar, Notary Public

My commission expires: 8/26/22



**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 3 day of May, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3, **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. _____, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. _____, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. _____, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Units 4, 6, 7, and 12, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:


1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

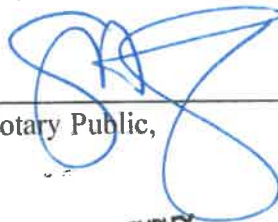
Executed as of the date and year above written.


Alexander L. Harwitz, Owner of Unit 10


Laura K. Johnson, Owner of Unit 10

State/Commonwealth of MA
County of Barnstable

On this 3 day of May, 2021, before me, the undersigned notary public, personally appeared **Alexander L. Harwitz and Laura J. Johnson**, proved to me through satisfactory evidence of identification, which were drivers licenses, to be the persons whose names are signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it as their free act and deed.


Notary Public,

My commission expires:



STACEY A. CURLEY
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
November 18, 2022

**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 28 day of May, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Property Address: 618 Shore Road, Unit 11, North Truro

Executed as of the date and year above written.



Luciano M. Grubissich, Owner of Unit 11



Ryszard Kilarski, Owner of Unit 11

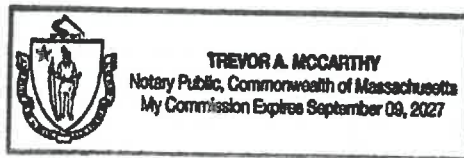
State/Commonwealth of Massachusetts
County of Barnstable

On this 28 day of May, 2021, before me, the undersigned notary public, personally appeared **Luciano M. Grubissich and Ryszard Kilarski**, proved to me through satisfactory evidence of identification, which were MA DL, to be the persons whose names are signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it as their free act and deed.



Notary Public,

My commission expires: 9-9-27



**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this ____ day of _____, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3; **Tree Holdings, LLC**, Owner of Unit 4, by deed registered with said Registry District as Document No. 1,427,387, Certificate of Title No. C425-4; **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Jessica A. Casper**, Owner of Unit 12, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-12; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Unit 7, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

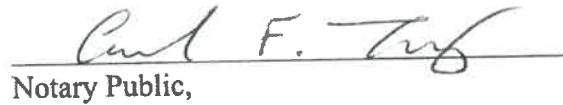
Property Address: 618 Shore Road, Unit 12, North Truro

Executed as of the date and year above written.

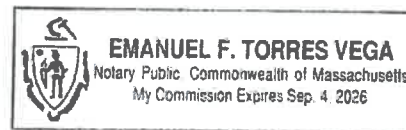

Jessica A. Casper, Owner of Unit 12

State/Commonwealth of Massachusetts
County of Middlesex

On this 25 day of June, 2021, before me, the undersigned notary public, personally appeared Jessica A. Casper, proved to me through satisfactory evidence of identification, which was MA Driver License, to be the person whose name is signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of her knowledge and belief, and acknowledged to me that she signed it as her free act and deed.


Notary Public,

My commission expires: 04/04/2026



Property Address: 618 Shore Road, Unit 13, North Truro

**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 6th day of May, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood**, Co-Trustees of **The Beth N. Wood 2016 Living Trust**, u/d/t dated **May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3, **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Annette L. Norton**, Trustee of the **Joel Casey Realty Trust**, u/d/t dated **November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. _____, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. _____, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. _____, Certificate of Title C425-14; and **Lexvest East Harbour LLC**, a Massachusetts Limited Liability Company, Owner of Units 4, 6, 7, and 12, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.


[Signature Pages Follow]

Property Address: 618 Shore Road, Unit 13, North Truro

Executed as of the date and year above written.



Judith A. Johnson, Owner of Unit 13



Sydney K. Johnson, Owner of Unit 13

State/Commonwealth of Massachusetts
County of Middlesex

On this 6th day of May, 2021, before me, the undersigned notary public, personally appeared **Judith A. Johnson and Sydney K. Johnson**, proved to me through satisfactory evidence of identification, which were Massachusetts Driver's License to be the persons whose names are signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it as their free act and deed.

Notary Public, 

My commission expires: August 5th, 2022



**PARTIAL RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this ____ day of _____, 2021, by and between the **East Harbour Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated June 20, 2019, and registered with the Barnstable Registry District of the Land Court on September 12, 2019 as Land Court Document No. 1,378,445, as noted on Certificate of Title C425, being Lot 1, LCP 40948-B, as amended, and a Declaration of Trust registered with said Registry District as Document No. 1,378,446, as amended, having an address of 618 Shore Road, North Truro; **Peter M. Adeson and Elizabeth Adeson**, Owners of Unit 1, by deed registered with said Registry District as Document No. 1,382,680, Certificate of Title C425-1; **Coastal Blue Barnstable I, LLC**, Owner of Unit 2, by deed registered with said Registry District as Document No. 1,383,799, Certificate of Title C425-2; **Beth N. Wood and Richard B. Wood, Co-Trustees of The Beth N. Wood 2016 Living Trust, u/d/t dated May 16, 2016**, an Abstract for which is registered as Document No. 1,382,659, Owners of Unit 3, by deed registered with said Registry District as Document No. 1,382,660, Certificate of Title C425-3, **John M. Kelly, III and Jeffrey D. Pike**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,423,881, Certificate of Title No. C425-5; **Matthew G. Blackham**, Owners of Unit 5, by deed registered with said Registry District as Document No. 1,427,391, Certificate of Title No. C425-6 **Jessica A. Casper**, Owner of Unit 6, by deed registered with said Registry District as Document No. 1,428,747, Certificate of Title No. C424-6; **Annette L. Norton, Trustee of the Joel Casey Realty Trust, u/d/t dated November 2, 2012**, a Declaration of Trust for which is registered as Document No. 1,389,858, Owner of Units 8 and 9, by deed registered with said Registry District as Document No. 1,389,859, Certificate of Title C425-8 and C425-9; **Alexander L. Harwitz and Laura K. Johnson**, Owners of Unit 10, by deed registered with said Registry District as Document No. 1,427,478, Certificate of Title No. C425-10; **Luciano M. Grubissich and Ryszard Kilarski**, Owners of Unit 11, by deed registered with said Registry District as Document No. 1,421,211, Certificate of Title C425-11; **Judith A. Johnson and Sydney K. Johnson**, Owners of Unit 13, by deed registered with said Registry District as Document No. 1,427,481, Certificate of Title C425-13; **Philip Scholl and Scott Powell**, Owners of Unit 14, by deed registered with said Registry District as Document No. 1,428,730, Certificate of Title C425-14; and **Lexvest East Harbour LLC, a Massachusetts Limited Liability Company**, Owner of Units 4, 7, and 12, as Declarant of the Master Deed, Certificate of Title C425, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated March 9, 2015, registered with the Barnstable Registry District of the Land Court as Document No. 1,269,069;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium Units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the East Harbour Condominium Trust desire to terminate the Seasonal Restriction as to the Units in the Condominium.

NOW, THEREFORE, the Town and the East Harbour Condominium Trust, Lexvest East Harbour, LLC, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant registered with the Barnstable Registry of Deeds as Document No. 1,269,069, is hereby released and terminated as to **Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13 and 14**, being all of the Units in the Condominium.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages Follow]

Property Address: 618 Shore Road, Unit 14, North Truro

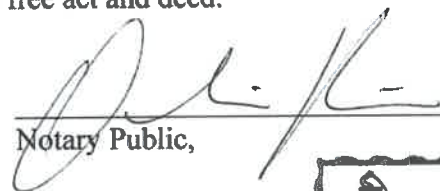
Executed as of the date and year above written.


Philip Scholl, Owner of Unit 14


Scott Powell, Owner of Unit 14

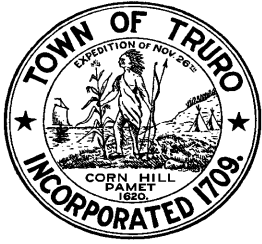
State/Commonwealth of Massachusetts
County of Berkshire

On this 20th day of May, 2021, before me, the undersigned notary public, personally appeared **Philip Scholl and Scott Powell**, proved to me through satisfactory evidence of identification, which were US Passport, to be the persons whose names are signed on the preceding or attached document, and who swore and affirmed to me that the contents of the document are truthful and accurate to the best of their knowledge and belief, and acknowledged to me that they signed it as their free act and deed.


Notary Public,

My commission expires: January 17, 2025





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health Department

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: December 6, 2022

ITEM: Condominium Conversion

EXPLANATION: Harbor View Village, Unit 13, a Truro Condominium located at 168 Shore Road, Unit 13, is requesting conversion from seasonal to year-round use per [§40.3 Conversion of Cottage or Cabin Colony, Motor Court, Motel or Hotel](#). The amended Zoning By-Law allows existing condominiums to convert to year-round use if the condominiums meet building, health and safety codes.

Harbor View Village, Unit 13, is a part of the Truro Condominium Association, which approved the conversion and amended their documents accordingly. The process then requires the vote of the Select Board to approve removing the seasonal covenant.

All units completed the year-round conversion inspections in April of 2020. The other Units decided to drop out of the year-round conversion process, when they realized that they still needed many corrections before they could pass all necessary safety, health and building codes. Unit 13, the managerial unit, is ready to proceed to year-round occupancy, however, and has brought all health, safety, and building corrections into compliance. Unit 13 has completed the application and inspection process. A release of the seasonal covenant is required to allow for the year-round use for Unit 13.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Unit 13 of the Harbor View Village, is the managerial condo unit that serves the association. If they do not gain year-round use of the unit, the managers will not be able to maintain their year-round occupancy on the grounds of the condominium association.

SUGGESTED ACTION: *Motion to approve the year-round use and removal of the seasonal covenant for Unit 13 of Harbor View Village, a Truro Condominium located at 168 Shore Road.*

ATTACHMENTS:

1. Amended Master Deed
2. Provincetown Water Department Sign Off-Unit 13
3. Step 1 Application
4. Step 2 Application and Vote
5. Release of Covenant-Unit 13

Bk 25682 Pg 255 #45788
09-16-2011 @ 08:28a

SECOND AMENDMENT TO THE MASTER DEED
OF
THE HARBOR VIEW VILLAGE CONDOMINIUM

REFERENCE is made to the Master Deed whereby MICHAEL ROGOW and MARION MEBERG, with an address of PO Box 147, North Truro, MA 02652 as "Declarants" created THE HARBOR VIEW VILLAGE CONDOMINIUM which Master Deed is dated May 23, 2003, and recorded with Barnstable County Registry of Deeds in Book 16999, Page 236, and which Master Deed was amended by First Amendment To Master Deed dated November 8, 2010, and recorded with said Registry in Book 24992, Page 219.

The undersigned, MICHAEL ROGOW and MARION MEBERG are the owners of Unit 13, EVELYN KRATZ and PAMELA FRENCH are the owners of Unit 2, JOY A. MEYERS is the owner of Unit 3, YVONNE J. and ERIC EMMONS and ROBERT M. STUBBS are the owners of Unit 5, LISA A. MATTHEWS and JOHN L. MATTHEWS are the owners of Unit 6, JEAN M. SAGERIAN is the owner of Unit 7, JOHN P. PEAK is the owner of Unit 8, DEBRA A. HOGAN and TRACY STOPA are the owners of Unit 9, ELLEN A. CARROLL and EMILY LANIGAN are the owners of Unit 10, and CATHLEEN F. FITZGERALD is the owner of Unit 11 and ANTHONY AQUANNO and JESSIE DUNN are the owners of Unit 12 and are entitled to more than Seventy-Five (75%) percent of the

*Shore Road
North Truro MA
Property Address:*

undivided interest in the common areas and facilities of the Condominium.

NOW THEREFORE, pursuant to Section 12 of the Master Deed, the Master Deed is hereby amended in the following manner:

1. Section 4. Designation of Condominium Units, is amended by deleting the descriptions of Units 12 and 13 therein and inserting in their place the following:

"Unit 12 in Building F contains and includes a living room/kitchen, two (2) bedrooms and two (2) bathrooms containing approximately 626 square feet and obtains access from a main entrance door to an exclusive use deck and stairs to common area ground. The Unit will be granted an exclusive use easement for the deck and stairs located on the northwesterly side of the Unit, the basement area located in Building F as well as the utility room and bathroom located on the easterly end of Building F, all as shown on the site and floor plans. The exclusive use easement grant for the basement is subject to the right of the owner of Unit 13 and their agents (repairmen and servicemen) to access the utility/furnace for the purpose of maintaining and repairing the furnace located therein which provides heat to Unit 13"

"Unit 13 in Building B contains and includes a living room, a dining room, an office area, a kitchen, one (1) bedroom and one (1) bathroom on the first floor and one (1) bedroom and one (1) bathroom on the second floor containing an area of approximately 2040 square feet and obtains access from a main entrance door to an exclusive use deck to common area ground. The Unit will be granted an exclusive use easement for the deck located on the northwesterly side of the second floor of the Unit as well as the deck located on the northwesterly side of the first floor of the Unit"

2. It is the purpose and intent of this Second Amendment to transfer from Unit 13 to Unit 12 the exclusive use

easement rights for the easement area, utility room and bathroom located in Building F.

3. Section 5. Boundaries of The Units, subsection f. of which was amended by the First Amendment To Master Deed is hereby further amended by deleting the language set forth in the First Amendment and inserting in its place the following:

"f. With respect to Building F, Unit 12 shall be responsible for One Hundred and no/100 (100.00%) percent of all such expenses, provided, however, that the costs for maintenance, repair and/or replacement of the furnace in the basement area of Building F shall be divided equally between Units 12 and 13, with each Unit responsible for Fifty and no/100 (50.00%) percent of such costs."

4. The undersigned certify as follows:
- a. This Amendment does not alter the dimensions of any unit in the Condominium;
 - b. This Amendment does not alter the percentage of the undivided interest to which any Unit in the condominium is entitled in and to the common areas and facilities;
 - c. There is no mortgage of record on Units 12 and 13 which are the only Units affected by this Amendment; and
 - d. This Amendment does not alter the Master Deed in any manner which would be contrary to or inconsistent with any requirements or provisions of General Laws Chapter 183A of the General Laws of Massachusetts.

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS our hands and seals this 2nd day of August, 2011.

Michael Rogow
MICHAEL ROGOW, Owner of Unit 13

Marion Rogow
MARION (ROGOW f/k/a MARION MEBERG,
Owner of Unit 13

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

On this 2nd day of August, 2011, before me, the undersigned notary public, personally appeared MICHAEL ROGOW and MARION ROGOW f/k/a MARION MEBERG, proved to me through satisfactory evidence of identification, which were personally known to me, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Stacey A. White
, Notary Public


My commission expires:




STACEY A. WHITE
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 19, 2015

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS our hands and seals this 7th day of *September*, 2011.



EVELYN KRATZ, Owner of Unit 2



PAMELA FRENCH, Owner of Unit 2

COMMONWEALTH/STATE OF

County of

On this day of , 2011, before me, the undersigned notary public, personally appeared EVELYN KRATZ and PAMELA FRENCH, proved to me through satisfactory evidence of identification, which were

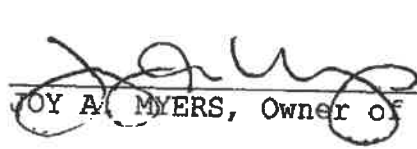
~~signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.~~
, to be the persons whose names are

My commission expires:

, Notary Public

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS my hand and seal this 7 day of Sept, 2011.

 # 3
JOY A. MYERS, Owner of Unit 3

COMMONWEALTH/STATE OF

County of

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared JOY A MYERS, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

My commission expires: _____

_____, Notary Public

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS our hands and seals this 7th day of September, 2011.

Yvonne J. Emons

YVONNE J. EMMONS, Owner of Unit 5

Eric Emons

ERIC EMMONS, Owner of Unit 5

COMMONWEALTH/STATE OF

County of

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared YVONNE EMMONS and ERIC EMMONS, proved to me through satisfactory evidence of identification, which were


_____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

My commission expires: _____

_____, Notary Public

3. Except as amended by this First Amendment to Master Deed, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS my hand and seal this 7th day of *September*, 2010.


ROBERT M. STUBBS, Owner of Unit 5

COMMONWEALTH/STATE OF

County of

On this day of , 2010, before me, the undersigned notary public, personally appeared ROBERT M. STUBBS, proved to me through satisfactory evidence of identification, which were , to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

My commission expires:

, Notary Public

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS our hands and seals this 7th day of September, 2011.

Lisa A. Matthews
LISA A. MATTHEWS, Owner of Unit 6

John L. Matthews
JOHN L. MATTHEWS, Owner of Unit 6

COMMONWEALTH/STATE OF

County of

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared LISA A. MATTHEWS and JOHN L. MATTHEWS, proved to me through satisfactory evidence of identification, which were

_____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

My commission expires:

_____, Notary Public

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS my hand and seal this 19th day of August, 2011.

Jean M Sagerian
JEAN M. SAGERIAN, Owner of Unit 7

COMMONWEALTH/STATE OF

County of Barnstable

On this 19th day of August, 2011, before me, the undersigned notary public, personally appeared JEAN M. SAGERIAN, proved to me through satisfactory evidence of identification, which were *Mass Drivers Lic*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Christine Lavenets
, Notary Public

My commission expires:



CHRISTINE L. LAVENETS
Notary Public
Commonwealth of Massachusetts
My Commission Expires February 22, 2013

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS my hand and seal this day of 8/19/2011, 2011.

John P. Peak

JOHN P. PEAK, Owner of Unit 8

COMMONWEALTH/STATE OF Massachusetts

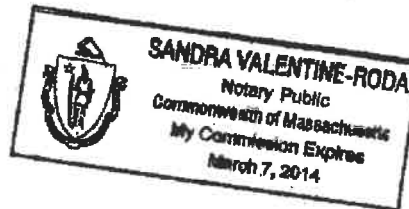
County of Barnstable

On this 19 day of August, 2011, before me, the undersigned notary public, personally appeared JOHN P. PEAK, proved to me through satisfactory evidence of identification, which were *CT Driver's License*, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Sandra Valentine-Roda

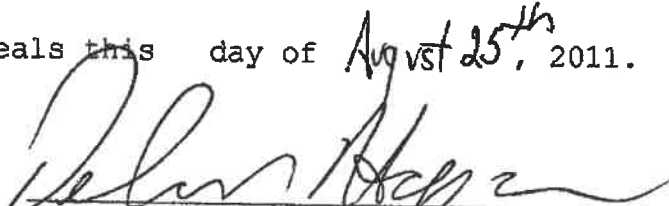
SANDRA VALENTINE-RODA, Notary Public


My commission expires:
March 7, 2014



5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS our hands and seals this day of August 25th, 2011.


DEBRA A. HOGAN, Owner of Unit 9


TRACY STOPA, Owner of Unit 9

COMMONWEALTH/STATE OF

County of

On this day of , 2011, before me, the undersigned notary public, personally appeared DEBRA A. HOGAN and TRACY STOPA, proved to me through satisfactory evidence of identification, which were

, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


, Notary Public

My commission expires:

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS our hands and seals this 9th day of September, 2011.


ELLEN A. CARROLL, Owner of Unit 10


EMILY A. LANIGAN, Owner of Unit 10
M & E

NOTARY PUBLIC

COMMONWEALTH/STATE OF

County of

On this _____ day of _____, 2011, before me, the undersigned notary public, personally appeared ELLEN A. CARROLL and EMILY A. LANIGAN, who proved to me through satisfactory evidence of identification, which were _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

, Notary Public

My commission expires:

5. Except as amended by this Second Amendment to Master Deed as well as the prior First Amendment, all of the terms and conditions of the Master Deed are hereby ratified and confirmed.

WITNESS my hand and seal this 29th day of August, 2011.

Anthony Aguanno
ANTHONY AGUANNO, Owner of Unit 12

Jessie Dunn
JESSIE DUNN, Owner of Unit 12

COMMONWEALTH/STATE OF

County of

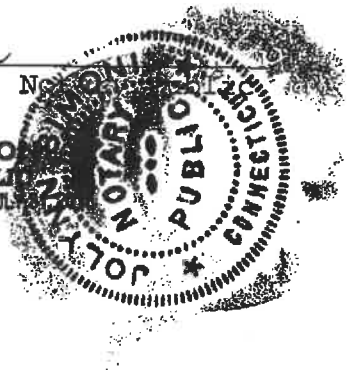
On this 29th day of August, 2011, before me, the undersigned notary public, personally appeared ANTHONY AGUANNO and JESSIE DUNN, proved to me through satisfactory evidence of identification, which were drivers' licenses

, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Jolynn Simon

My commission expires:

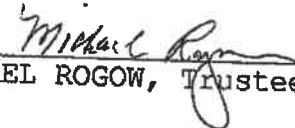
JOLYNN SIMON
NOTARY PUBLIC
MY COMMISSION EXPIRES JULY 2012

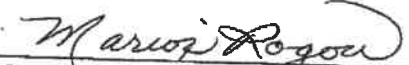


ASSENT OF TRUSTEES

The foregoing First Amendment to the Master Deed of **THE HARBOR VIEW VILLAGE CONDOMINIUM** is assented to by the undersigned, **MICHAEL ROGOW** and **MARION MEBERG**, Trustees of **THE HARBOR VIEW VILLAGE CONDOMINIUM TRUST** under a Declaration of Trust dated May 28, 2003 and recorded with the Barnstable County Registry of Deeds in Book 16999, Page 271.

WITNESS our hands and seals this 22nd day of August, 2011.


MICHAEL ROGOW, Trustee


MARION ROGOW f/k/a MARION MEBERG,
Trustee

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF Barnstable

On this 22nd day of August, 2011, before me, the undersigned notary public, personally appeared MICHAEL ROGOW and MARION ROGOW f/k/a MARION MEBERG, Trustees, proved to me through satisfactory evidence of identification, which were Personally known to me, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Stacey A. White

, Notary Public

My commission expires:



STACEY A. WHITE
Notary Public
Commonwealth of Massachusetts
My Commission Expires March 19, 2015

Ec:clients\rogow.Michael\2ND.amendment.master.deed

Agenda Item: 7B2
BUILDING DEPARTMENT
TOWN OF TRURO

DEC 16 2021

RECEIVED BY:

December 15, 2021

Lynne

Re: 12 Month Occupancy
Harbor View Village Condominium Unit #13

Attached is a letter from the Provincetown Water Department indicating #13 is
Sufficient for year round occupancy. Please enter this in our file.

Best,
Jack Peak


jackpeak130@gmail.com

860-380-7999

TOWN OF PROVINCETOWN

Department of Public Works
Buildings & Grounds Division
Engineering Division
Highway Division
Sanitation Division
Transfer Station/Recycling Center
Water & Sewer Division

Richard J. Waldo, P.E., Director
Steven H. Wlodkowski, Deputy Director
Sherry Prada, Operations Director
Cody J. Salisbury, Water Superintendent



Veterans Memorial Community Center
2 Mayflower St., Room 74
Mail: 260 Commercial Street
Provincetown MA 02657
Phone: 508.487.7060
FAX: 508.487.4675
<http://www.provincetown-ma.gov>

rwaldo@provincetown-ma.gov
swlodkowski@provincetown-ma.gov
sprada@provincetown-ma.gov
csalisbury@provincetown-ma.gov

November 10, 2020

BUILDING DEPARTMENT
TOWN OF TRURO

DEC 16 2021

RECEIVED BY:

Harbor View Village Condominium Trust
c/o Jack Peak, Trustee
PO Box 136
North Truro, MA 02652

Re: Harbor View Village 168 Shore Rd. (N. Truro), Water Service Inspection for Year Round Condo Feasibility

Dear Mr. Peak:

The Town of Provincetown Water Department has performed an inspection of the current water service and meter arrangement at the above-referenced property. The purpose of the inspection was to determine the feasibility of year-round occupancy of the condominium unit within the building(s) in accordance with the Town of Truro regulations. Attached is a copy of the inspection checklist for reference, with key findings listed below. Please note the Water Department is only inspecting aspects related to the water service and meter(s); a licensed plumber should be consulted in order to evaluate interior domestic plumbing.

1. Unit #13 is the only unit individually metered, which is sufficient for year round use
2. Building "A" Units 1-5 meter/service entrance is not protected from freezing
3. Each building has an isolation valve, but each unit cannot be isolated from one another (except unit #13 which is contained in one building)

Should you have any further questions please do not hesitate to contact me.

Very truly yours,

Cody J. Salisbury
Water Superintendent

M 21-5P

Agenda Item: 7B3

\$ PAID
2045
\$900.00

HEALTH DEPARTMENT
TOWN OF TRURO

TOWN OF TRURO

NOV 20 2019
RECEIVED



24 Town Hall Road
PO Box 2030
Truro, MA 02666
508-349-7004

Tel (508)-349-7004
Fax (508)-349-5508

Step 1- Pre Application
Condominium Conversion Application

Date: 11/20/2019
Establishment Name: HARBOR VIEW VILLAGE
Property Address: 168 Shore Rd,
Mailing Address: PO Box 136

Designated representatives: Jack Peak, Joan Ford
Telephone: 860-380-7999
Email: harbortviewvillagecondominium@gmail.com

Property Compliance Checklist- preliminary file research

Unit #'s Going Year-Round: (8 total)
2, 4, 6, 7, 8, 9, 11, 13, 12
(Jack)

Unit #'s Staying Seasonal:
1, 3, 5, 10, 14

Health

- Current Title V inspection report 5/2017 *SPIN-1 DUE in 2020*
- 105 CMR 410 - Minimum Standards for Human Habitation - general compliance

Conservation

- If any required site work is in a resource area or buffer-zone make proper filings with Truro Conservation Commission
- Are there any open Orders that need to be closed with application for Certificate of Compliance?

Site and Utilities

- Water - If on town water provide sign-off from Provincetown Water Department regarding suitability of on-site distribution system for year-round use. 3 meters for
- Gas - individually metered units if source is common tank
- Electric - units are individually metered

Building (based on 780 CMR - 9th edition)

- Egress, light and ventilation - compliant with R102.6.4
- Bedroom and basement emergency escape and rescue openings - compliant with R310
- Energy - compliant with Ch. 11 and 2015 IECC 505 w/ appendix AA (stretch code)

Notes 6 BLDGS 13 TOTAL
Septic Inspections Units
May 9, 2017 13 systems

Converted in 2003 2 BR
BLDG A = 5.3 studios (2 BR)
BLDG C = 3 = 2 BR units
BLDG B = 2 BR plus
1-BR studio attached

BLDG D = 2 BR unit
(large deck added on north side)

BLDG E = 1-BR
BLDG F = 2 BR



✓ 16 BR per Condo Conv. doc. reduced from 21 designed in 1988

✓ 13 units

SEPTIC ✓
✓ Inspected 2020
8/4/2021
2B

cond

unit

SAMPLE VOTE [STEP 1]

At a meeting of unit owners of the Harbor View Condominium, the Unit Owners voted to authorize the following individuals to act as representatives of the Condominium, and further, the Unit Owners have agreed to pursue the Step 1 application for the year-round condominium conversion process with the Town of Truro.

The following individual(s) are authorized to act on behalf of the HARBOR VIEW VILLAGE Condominium:

JACK PECK
JOAN FORD

Signed this 5 day of NOV, 2019 [to be signed by all or a majority of trustees]

Jack Peck
, Trustee

, Trustee

Michelle Hopper
Scott Jensen
Randall Hill
Jeanette Taylor
[Signature]

Tom Tabbi
Jennifer Seegell

HEALTH DEPARTMENT
TOWN OF TRURO

NOV 20 2019

RECEIVED BY

SAMPLE VOTE [STEP 1]

NOV 20 2019

RECEIVED BY

At a meeting of unit owners of the HARBOR VIEW ~~Village~~ Condominium, the ~~Unit Owners~~ voted to authorize the following individuals to act as representatives of the Condominium, and further, the Unit Owners have agreed to pursue the Step 1 application for the year-round condominium conversion process with the Town of Truro.

The following individual(s) are authorized to act on behalf of the HARBOR VIEW VILLAGE Condominium:

JACK PEAK
JOAN FORD

Signed this 20 day of NOV, 2019 [to be signed by all or a majority of trustees]

Jack Peak
, Trustee
Joan Ford
, Trustee

Dates" or "Season"). Seasonal Dates may be changed from time to time by a majority vote of the Unit Owners. ~~Occupancy outside of the Season may only occur if approved for 12 month conversion by the Town of Truro and permitted by law.~~ Any Unit Owner or Owners intending to occupy a Unit or Units beyond the Seasonal Dates of the condominium may apply to the Trustees, which consent not to be unreasonably withheld, for application to the Town of Truro for year round condominium use. Such Unit Owner shall be responsible for the associated expenses of the application and conversion, and such cost shall not be a common expense regardless of the fact that such conversion process may affect other Units. Any Unit which is occupied outside of the Season may be required by the Trustees of **THE HARBOR VIEW VILLAGE CONDOMINIUM TRUST** to have separate meters for water, propane and electric. Such Unit shall continue to be responsible for the Unit's beneficial interest in the cost of common utilities during the Season, unless all Units have separate meters for such utilities. Units permitted to be occupied outside of the Season shall be subject to such reasonable rules and regulations as may be promulgated by the Trustees.

e. No Unit shall be rented by the Owner thereof to the same party for an uninterrupted period of occupancy of more than thirty-five (35) days unless such rental is approved in writing by the Trustees.

f. No smoking of any product shall take place in any Unit in the Condominium. This prohibition applied to the Units Owners, their families, guests, tenants, invitees and any other persons occupying or visiting the Units.

g. No owner shall have the right to raise the roof or extend the exterior walls. In order to preserve the architectural integrity of the buildings, but to allow for reasonable modifications, any and all changes of any nature to the exterior of any building, including windows and doors, shall be done in a good and workmanlike manner pursuant to a building permit duly issued (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees. provided however, that the provisions of this subparagraph (9) shall not restrict the right of any Unit Owner to decorate the interior of his Unit(s) as he may desire so long as such Unit Owner shall in no way whatsoever after, remove or otherwise modify any structure components of his Unit(s).

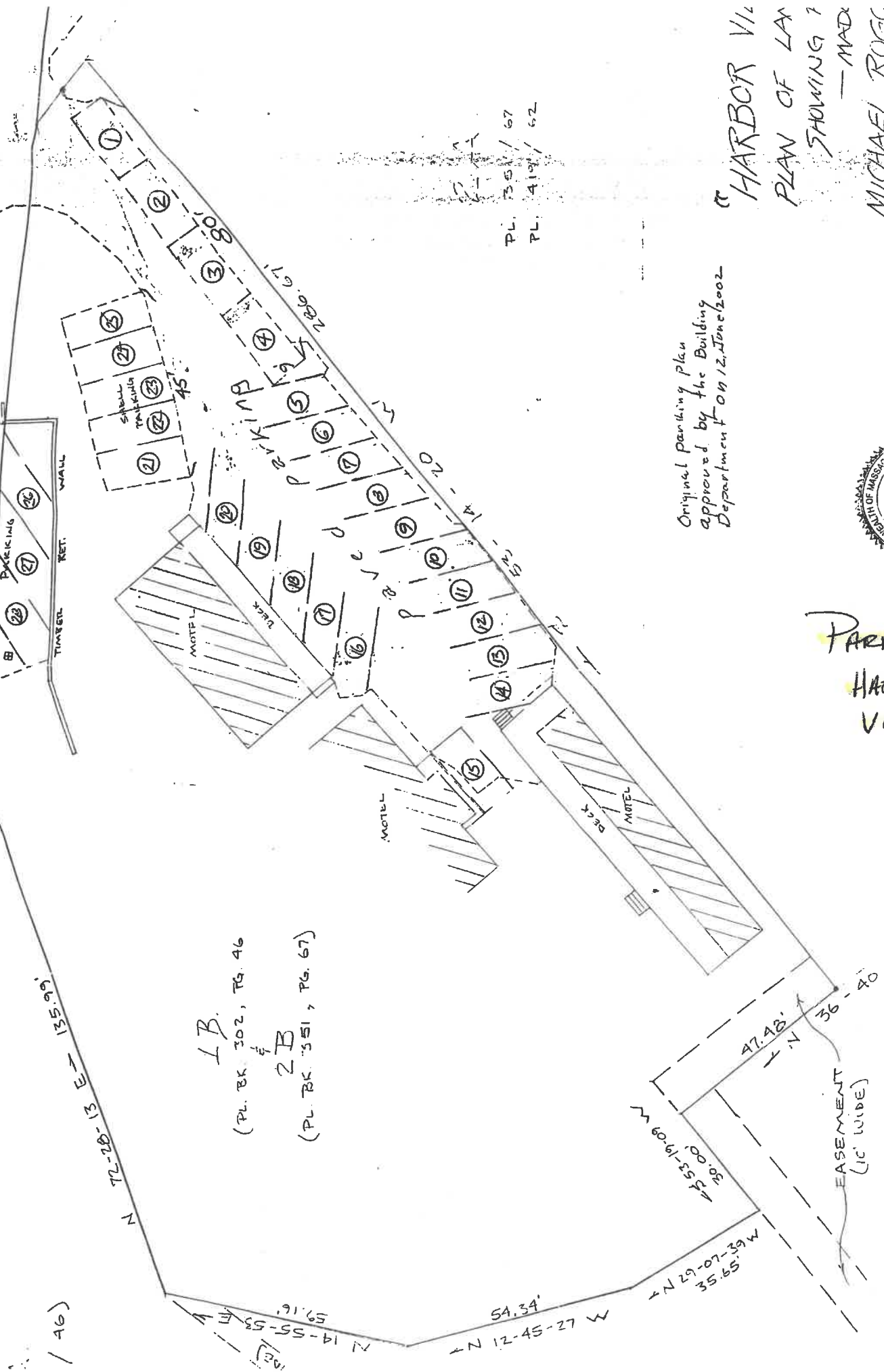
h. All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by said Trustees.

HARBOR VIL
PLAN OF LAY
SHOWING
— MADE
MICHAEL RING

Original parking plan
approved by the Building
Department on 12.10.2002



PARKING PLAN
HARBORVIEW
VILLAGE



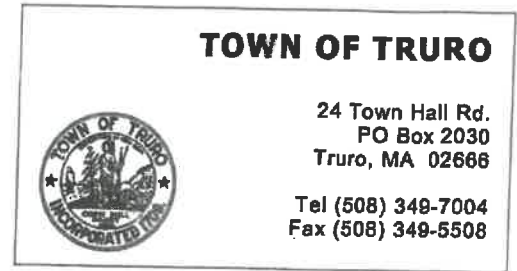
PL. 351 / 67
PL. 419 / 62

1 B.
(PL. BK 302, PG. 46)
2 B.
(PL. BK 351, PG. 67)

(46)

PAID 2030

Step 2: Condominium Conversion Application



Date: 3/30/20
 Establishment Name: HARBOR VIEW VILLAGE
 Property Address: 168 Sherman Rd.
 Mailing Address: PO Box 136
 Designated representatives: JACK PECK, Todd FORD
 Telephone: 860-380-7999
 Email: harborviewvillagecondominium@gmail.com

Please identify the type of conversion being sought:

- Existing Cottage Colony/Motel to seasonally restricted use (year-round manager's unit allowed)
- Existing Cottage Colony/Motel to year-round use (full property or individual units)
- Existing Condominium to year-round use (full property or individual units)

Current number of: 13 Units Bedrooms

Unit #'s Going Year-Round: 2, 4, 6, 7, 8, 9, 11, 13 +12 (11 BR) w/ Jack Peck

Unit #'s Staying Seasonal: 1, 3, 5, 10, 12

Proposed number of: _____ Units Bedrooms

J. Peck
Applicant Signature

3/30/20
Date

Submit the following documents in support of this application:

Completed Declaration of Covenant (for newly created condominiums -seasonal or year-round use)

Completed Modification/Removal of Covenant (existing condominiums)

Parking plan (newly created condominiums)

approved: _____
Building Commissioner date

Septic Plan (if required by Health Dept.)

approved: _____
Health Agent date

Current Septic System Inspection Report

_____ date

_____ year of installation

Property Compliance Checklist from Step 1 – Pre Application

Comments of the Health Agent

_____ Health Agent

_____ date

Comments of the Building Commissioner

New CO issued referencing the year-round units versus the seasonally restricted units.

_____ Building Commissioner

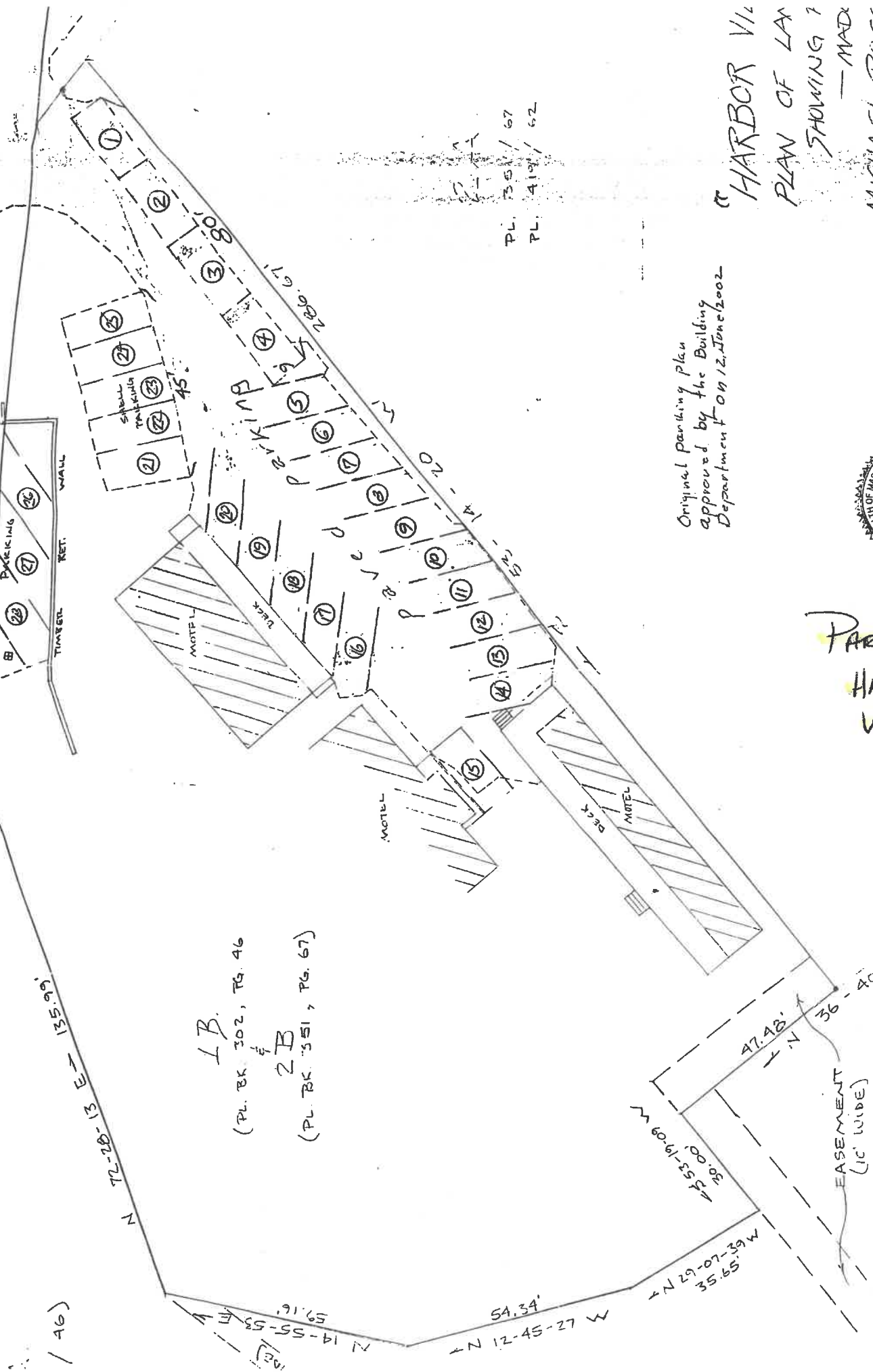
_____ date

The Town of Truro, as represented by its Select Board shall execute the attached Covenant subject to the successful completion of the required actions outline in the Condominium Conversion Process.

This application has been approved by the undersigned:

Select Board

_____ date



1 B.
 (PL. BK 302, PG. 46)
 2 B.
 (PL. BK 351, PG. 67)

PL. 351 / 67
 PL. 419 / 62

HARBOR VIL
 PLAN OF LAY
 SHOWING
 — MADE
 MICHAEL RING

Original parking plan
 approved by the Building
 Department on 12.10.2002



PARKING PLAN
HARBORVIEW
VILLAGE

(46)

SAMPLE VOTE [STEP 2]

HOOPER VYON Village

The undersigned being all of the Trustees of the _____ Condominium Trust, under a Declaration of Trust dated 10/2017, and recorded with the Barnstable County Registry of Deeds [in Book _____, Page _____ or Document Number/Certificate of Title], hereby certify that the following vote was unanimously adopted in connection with the modification of the Declaration of Covenant to allow for the year-round occupancy of Units 1-13 ?

"The owners of Units 1-13 agree to be solely responsible for undertaking and completing all required upgrades and improvements to Units 1-13 and the common areas and to pay all costs associated therewith to convert to year-round occupancy. We further certify that the owners of Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, representing 82 % interest in the common areas and facilities, by vote dated 10/12/17, approved the Condominium Conversion filings for Units _____."

** all units approved as per document 12 months
units 2, 4, 6, 7, 8, 9, 11 and 13 are applying for*

Attached hereto are copies of the portions of the Master Deed and the Declaration of Trust regarding amendments confirming that the requisite percentage for amendments to those documents is 75%.

[ATTACH TRUSTEE SIGNATURE PAGES]

<i>Jean M. Azouzi</i>	<i>3/9/2020</i>
<i>Jim P. ...</i>	<i>3/20/2020</i>
<i>Joan M. Ford</i>	<i>3/30/2020</i>

HUD TRUST
(HARBOR VIEW
village)
75%
to amend

**Article VII
Amendments and Termination**

Section 1. The Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five (75%) percent of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as set forth in the Master Deed, or (b) which would render this trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A, shall be valid or effective. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with said Registry of Deeds of an instrument of amendment, alternation, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds, by any two (2) Trustees, if there be at least two (2) then in office, setting forth the full amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto; Such instrument, so executed and recorded, shall be conclusive evidence of the existence of all facts and of compliance with all prerequisites to the validity of such amendment, alteration, addition or change, whether stated in such instrument or not, upon all questions as to title or affecting the rights of third persons and for all other purposes. Nothing in this paragraph contained shall be construed as making it obligatory upon the Trustees to amend, alter, add to or change the Declaration of Trust upon obtaining the necessary consent as hereinbefore provided.

Section 2. The Trust hereby created shall terminate only upon the removal of the Condominium from the provisions of said Chapter 183A in accordance with the procedure therefor set forth in Section 19 of said Chapter.

Section 3. Upon the termination of this Trust, the Trustees may, subject to and in accordance with provisions of said Chapter 183A, sell and convert into money the whole of the trust property or any parts thereof, and, after paying or retiring all known liabilities and obligations of the Trustees and providing for indemnity against any other outstanding liabilities and obligations, shall divide the proceeds thereof among, and distribute in kind, at valuations made by them which shall be conclusive, all other property then held by them

HARBOR VIEW Village
change to 12 month use.

Dates" or "Season"). Seasonal Dates may be changed from time to time by a majority vote of the Unit Owners. Occupancy outside of the Season may only occur if approved for 12 month conversion by the Town of Truro and permitted by law. Any Unit Owner or Owners intending to occupy a Unit or Units beyond the Seasonal Dates of the condominium may apply to the Trustees, which consent not to be unreasonably withheld, for application to the Town of Truro for year round condominium use. Such Unit Owner shall be responsible for the associated expenses of the application and conversion, and such cost shall not be a common expense regardless of the fact that such conversion process may affect other Units. Any Unit which is occupied outside of the Season may be required by the Trustees of **THE HARBOR VIEW VILLAGE CONDOMINIUM TRUST** to have separate meters for water, propane and electric. Such Unit shall continue to be responsible for the Unit's beneficial interest in the cost of common utilities during the Season, unless all Units have separate meters for such utilities. Units permitted to be occupied outside of the Season shall be subject to such reasonable rules and regulations as may be promulgated by the Trustees.

e. No Unit shall be rented by the Owner thereof to the same party for an uninterrupted period of occupancy of more than thirty-five (35) days unless such rental is approved in writing by the Trustees.

f. No smoking of any product shall take place in any Unit in the Condominium. This prohibition applied to the Units Owners, their families, guests, tenants, invitees and any other persons occupying or visiting the Units.

g. No owner shall have the right to raise the roof or extend the exterior walls. In order to preserve the architectural integrity of the buildings, but to allow for reasonable modifications, any and all changes of any nature to the exterior of any building, including windows and doors, shall be done in a good and workmanlike manner pursuant to a building permit duly issued (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees. provided however, that the provisions of this subparagraph (9) shall not restrict the right of any Unit Owner to decorate the interior of his Unit(s) as he may desire so long as such Unit Owner shall in no way whatsoever after, remove or otherwise modify any structure components of his Unit(s).

h. All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units and in accordance with provisions with respect thereto from time to time promulgated by said Trustees.


In trust hereunder, to the Unit Owners according to their respective percentages of beneficial interest hereunder. And in making any sale under this provision the Trustees shall have power to sell by public auction or private contract and to buy in or rescind or vary any contract of sale and to resell without being answerable for loss and, for said purposes, to do all things, including the execution and delivery of instruments, as may be their performance thereof be shown to be in their judgment necessary or desirable in connection therewith. The powers of sale and all other powers herein given to the Trustees shall continue as to all property at any time remaining in their hands or ownership, even though all times herein fixed for distribution of trust property may have passed.


ARTICLE VIII
Construction and Interpretation

In the construction hereof, whether or not so expressed, words used in the singular or in the plural respectively include both the plural and singular, words denoting males include females, and words denoting persons include individuals, firms, associations, companies (joint stock or otherwise), trusts and corporations unless a contrary intention is to be inferred from or required by the subject matter or context. The cover, title, headings of different parts hereof, the table of contents and marginal notes, if any, are inserted only for convenience of reference and are not to be taken to be any part hereof or to control or affect the meaning, construction, interpretation or effect hereof. All the trusts, powers and provisions herein contained shall take effect and be construed according to the law of the Commonwealth of Massachusetts. Unless the context otherwise indicates, words defined in said Chapter 183A shall have the same meaning herein.

IN WITNESS WHEREOF, the below named Trustees and the Unit Owners representing more than seventy-five percent (75%) of the beneficial interest herein have hereunto set their hands and seal on this 12 day of Oct, 2019.


John Peak, Trustee


Joan Ford, Trustee


Jean Sagerian, Trustee

March 30, 2020

Michelle,

Here's the Step 2 paperwork for the 12 month conversion. Let me know if you need anything additional.

At this time we are scheduled for an inspection on April 21. If that is changed due to corona advisories please let us know. We understand.

Explanation/ Questions:

The percentage of ownership required to change our documents is 75%. In a vote last Fall, 83% approved of document changes, including a provision for 12 month conversion.

We are not sure the " unanimous" requirement in the Town app is necessary.

That being said, ALL of the units that requested to go 12 months approved the document changes. Hope that is sufficient.

In fact, our document changes allow all units to go 12 months if they meet town requirements. But only units #2,4,6,7,8,9,11 and 13 have requested conversion. Hope that is clear.

Let me know if you have questions or need anything else.

Stay safe and healthy.

Best,


Jack Peak

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this _____ day of _____, 20____, by and between the **Harbor View Village Condominium** (the “Condominium”), established pursuant to G.L. c. 183A by a Master Deed recorded with the Barnstable Registry of Deeds in Book 16999, Page 236, and which Master Deed was amended by First Amendment to Master Deed dated November 8, 2010, with said Registry of Deeds in Book 24992, Page 219, and which Master Deed was amended by Second Amendment to Master Deed dated September 16, 2011 with said Registry of Deeds in Book 25682, Page 255, as may be amended, having an address of **168 Shore Road, North Truro, Massachusetts 02652**, and the **Town of Truro**, acting by and through its Select Board, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the “Town”).

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the “Covenant”), dated June 27, 2002, recorded with the Barnstable Registry of Deeds in Book 16999, Page 228;

WHEREAS, pursuant to the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the “Seasonal Restriction”);

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Select Board; and

WHEREAS, the Town and the **Harbor View Village Condominium** desire to terminate the Seasonal Restriction as to the Condominium.

NOW, THEREFORE, the Town and the **Harbor View Village Condominium**, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds in Book 16999, Page 228 is hereby released and terminated as to said Condominium.
2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Page Follows]

Executed as of the date and year above written.

Harbor View Village Condominium
By: _____, Trustee

TOWN OF TRURO,
By Its Select Board

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public,
personally appeared _____, Trustee, proved to me
through satisfactory evidence of identification, which was

_____ to be the person whose name is signed on the
preceding or attached document, and acknowledged to me that he signed it voluntarily for its
stated purpose as Trustee of the Harbor View Village Condominium Trust.

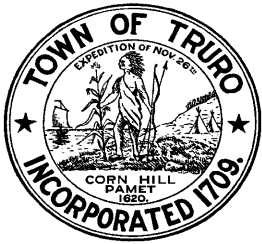
Notary Public
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared _____, member of the Select Board, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose on behalf of the Town of Truro.

Notary Public
My Commission Expires:



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health Department

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: December 6, 2022

ITEM: Condominium Conversion-Colonial Village

EXPLANATION: Colonial Village, a Truro Condominium located at 630 Shore Road (Units 1, 2, 3, 5, 6, 7, 8 & 10), are requesting conversion from seasonal to year-round use per [§40.3 Conversion of Cottage or Cabin Colony, Motor Court, Motel or Hotel](#). The amended Zoning By-Law allows existing condominiums to convert to year-round use if the condominiums meet building, health, and safety codes.

Colonial Village was created September 16, 1993 and restricted to seasonal use pursuant to the condominiums Declaration of Covenant recorded at the Barnstable Registry District of Land Court as Document No. 596,619 on November 4, 1992. Units 4 and 9 of Colonial Village have already completed the year-round conversion process with a partial release of covenant that was recorded with the Barnstable Registry District Land Court on August 9, 2019. The remaining 7 units are now following suit and have revised the covenant and all units have completed the year-round conversion inspections on October 22, 2019. All 7 units are ready to proceed to year-round occupancy and have brought all health, conservation, safety, and building corrections into compliance. The process then requires the vote of the Select Board to approve removing the seasonal covenant.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Colonial Village Units 1, 2, 3, 5, 6, 7, 8 & 10 will not gain year-round status and will remain seasonal.

SUGGESTED ACTION: *Motion to approve the year-round use and removal of the seasonal covenant for Colonial Village, a Truro Condominium located at 630 Shore Road and electronically sign the Step 2 Application.*

ATTACHMENTS:

1. Amended and Original Master Deed
2. Provincetown Water Department Sign Off
3. Step 1 Application-Step 2 Application and Vote
4. Release of Covenants

MASTER DEED
OF
THE COLONIAL VILLAGE CONDOMINIUM

FRED E. SATERIALE and JOSEPH B. McCABE, Trustees of The Colonial Village Realty Trust under a Declaration of Trust dated December 18, 1988, registered as Document No. 475,013, with an address of P.O. Box 392, Provincetown, Barnstable County, Massachusetts (hereinafter referred to as the "Declarant") as the owner of the premises located at Route 6A, Beach Point, North Truro, Barnstable County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, do hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and propose to create, and hereby do create with respect to said premises, a condominium (the "Condominium") to be governed by and subject to the provisions of Chapter 183A, and to that end declare and provide the following:

(1) Name. The name of the Condominium shall be THE COLONIAL VILLAGE CONDOMINIUM, the buildings in said condominium are to be constructed in TWO (2) phases designated as Phases I and II. The buildings in Phase II will be added to the Condominium by Amendment to this Master Deed as hereinafter provided in Section 12(f), the location of said phases being shown on a plan of land entitled

"Phase Plan of The Colonial Village Condominium, North Truro, Massachusetts, dated 1993, William N. Rogers Registered Civil Engineers and Land Surveyors", as filed with the Land Court.

(2) Description of Land. The premises which constitute the Condominium is located at Route 6A, Beach Point, North Truro, Massachusetts, such land, together with the buildings and improvements thereon, is shown on a plan of land entitled "Phase Plan of The Colonial Village Condominium, prepared by William N. Rogers Registered Civil Engineers and Land Surveyors", filed with the Land Court and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

(3) Description of the Building. Phase I of the Condominium consists of the land described in Exhibit "A", together with seven (7) buildings, Buildings 1, 2, 3, 4, 5, 6 and 7.

The seven (7) buildings in Phase I contain a total of seven (7) Units, are of wood frame construction having wooden bearing walls, wooden floors, wood shingle and clapboard siding, asphalt shingle roofs and brick chimneys. Buildings 1, 2, 3, 4, 5, 6 and 7 vary in length and width as shown on the site plans. Buildings 1, 2, 3, 4, 5 and 6 are constructed on cement block footings with one (1) floor above grade and Building 7 is constructed on a poured concrete foundation with two (2) floors above grade and a full basement below grade.

(4) Designation of Condominium Units. The buildings in Phase I have been divided into seven (7) Units, 1 through 7,

respectively. Units 1 through 7 are to be used solely for residential purposes. Common areas and facilities have been provided for these Units. Such Units are more particularly described as to designation, location, number of rooms, approximate area and immediately accessible common areas and facilities in Exhibit "B" attached hereto and on the Floor Plans of The Colonial Village Condominium depicting Units 1, 2, 3, 4, 5, 6 and 7.

Unit 1 in Building 1 contains and includes a living room, kitchen, bathroom and two (2) bedrooms on one floor containing approximately 550 square feet, as well as an attic storage area and obtains access from a main entrance to exclusive use area and to common area ground. The Unit will be granted an exclusive use easement for the yard area located on the southeasterly side of the Unit as shown on the site plan, said easement to be set forth in the first deed by which the Declarant conveys the Unit.

Unit 2 in Building 2 contains and includes a living room, kitchen, bathroom and one (1) bedroom on one floor containing approximately 300 square feet, as well as an attic storage area, and obtains access from a main entrance to common area ground. The Unit will be granted an exclusive use easement for the yard area located on the southeast side of the Unit as shown on the site plan, said easement to be set forth in the first deed by which the Declarant conveys the Unit.

Unit 3 in Building 3 contains and includes a living room, kitchen, bathroom and two (2) bedrooms on one floor containing

approximately 550 square feet, as well as an attic storage area and obtains access from a main entrance to exclusive use area and to common area ground. The Unit will be granted an exclusive use easement for the yard area located on the northeast side of the Unit as shown on the site plan, said easement to be set forth in the first deed by which the Declarant conveys the Unit.

Unit 4 in Building 4 contains and includes a living room, kitchen, bathroom and two (2) bedrooms on one floor containing approximately 550 square feet, as well as an attic storage area, and obtains access from a main entrance to exclusive use area to common area ground. The Unit will be granted an exclusive use easement for the yard area located on the northwest side of the Unit as shown on the site plan, said easement to be set forth in the first deed by which the Declarant conveys the Unit.

Unit 5 in Building 5 contains an includes a living room, kitchen, bathroom and two (2) bedrooms on one floor containing approximately 430 square feet, and obtains access from a main entrance to an exclusive use deck to common area ground.

Unit 6 in Building 6 contains and includes a living room, kitchen, bathroom and two (2) bedrooms on one floor containing approximately 550 square feet, as well as an attic storage area, and obtains access from a main entrance to exclusive use area to common area ground. The Unit will be granted an exclusive use easement for the yard area located on the southwesterly side of the Unit as shown on the site plan, said easement to be set forth in the first deed by which the Declarant conveys the Unit.

Unit 7 in Building 7 contains and include a storage area in the basement, a living room, dining room, kitchen, bathroom and one (1) bedroom on the first floor and a bathroom and four (4) bedrooms on the second floor containing approximately 1,550 square feet and obtains access from a main entrance to common area ground. The Unit will be granted an exclusive use area for the yard area located on the southwest side of the Unit as shown on the site plan, said easement to be set forth in the first deed by which the Declarant conveys the Unit.

The owner or owners of any Unit may at any time and from time to time change the use and designation of any room or space within such Unit, subject always to the provisions of Section 11 hereof and may, subject to the provisions of the next sentence, modify, remove and install non-bearing walls lying wholly within such Unit. Any and all work with respect to the installation of interior non-bearing walls or other improvements shall be done in a good and workmanlike manner pursuant to a building permit duly issued therefor (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of The Colonial Village Condominium Trust, hereinafter referred to, which approval shall not be unreasonably withheld or delayed.

Notwithstanding the foregoing, the owner or owners of Unit 5 shall be entitled, without the consent of any other unit owner or the said Trustees, to raise the height of the cement block foundation of Building 5 by not more than twenty (20) inches,

provided, however, that such work shall be completed in a good and workmanlike manner and in accordance with a duly-issued building permit, if required by law.

(5) Boundaries of Units. The floor, ceiling, wall and other boundaries of each of the Units are as follows:

(a) Floors: With respect to Unit 7, the lower surface of the cement floor slab of the building; with respect to all other Units, the lower surface of the sills, joists and other supports of the wood subflooring of each building;

(b) Ceilings: The plane of the upper surface of the roof shingles of the uppermost part of the roof of the Unit;

(c) Exterior Walls: The vertical planes of the outermost surfaces of the exterior building walls; and

(d) Doors and Windows: As to the doors, the exterior surface thereof; as to the windows, the exterior surface of the glass and window frames and windows.

Each of the Buildings contains one (1) unit and all such Buildings shall not be considered to contain any common areas, other than utility services, if any, running from Building to Building within the Condominium, and the entire Buildings are to be considered parts of the respective Units located therein. The entire Building constitutes the Unit.

Any and all expenses for the maintenance, upkeep, repair and replacement of the exterior portions of any of the Buildings containing Units in the Condominium shall not be a common expense of all Units but shall be the sole expense of the owner or owners of the Unit located in such Building. In the event that a Unit Owner fails to maintain any exterior portion of the Building in which his Unit is located, the Trustees of The Colonial Village Condominium Trust may do so, and the Trustees shall make all final

determinations with respect to the necessity for any such repairs, upkeep, maintenance or replacement and assess the cost of the same as hereinafter provided to the owner or owners of such Unit, which costs shall be added to the common expenses due from such Unit Owner and which shall be enforceable against and collectible from the owner of such Unit in the same manner as common expenses and charges, the nonpayment of which shall constitute a lien on any such Unit. The exterior portion of all Buildings in the Condominium shall be maintained in a color, style and appearance as specified by the Trustees of The Colonial Village Condominium Trust and no Unit Owner shall make any change to the color, style or appearance of the exterior portions of the Building except as specified by the said Trustees.

(6) Common Areas. The Common Areas and Facilities of the Condominium ("Common Elements") shall consist of the entire property designated as Phases I and II including the following to the extent that the same are not included within a Unit or Units:

(a) The land described in Exhibit "A" together with the benefit of and subject to the rights and easements referred to in Exhibit "A";

(b) The septic systems together with all pipes and appurtenances connected and thereto;

(c) All conduits, ducts, pipes, plumbing, wiring, chimneys, flues and other facilities for the furnishing of utilities and services which are contained in portions of the buildings contributing to the structure or support thereof, and all such facilities contained within any Unit which serve parts of the Condominium other than the Unit within which such facilities are contained, and the right to use all such facilities which are situated on the premises;

(d) The yards, lawns, driveways, plants and walkways, and the improvements thereon and thereof (subject to such exclusive rights and easements appurtenant to Units as are hereinbefore set forth and as may be established pursuant to provisions hereinafter set forth); and

(e) The shed located on the easterly side of the premises, provided, however that the Declarant reserves the right to raze or relocate the same to other common area in the event that any construction takes place in Phase II, and further provided that the shed shall be used for storage of equipment and tools necessary for the maintenance of the common area only and not for storage by each of the Unit owners.

(f) The parking spaces shown on the site plan and designated thereon with a Unit designation or a number, provided, however, that each of the Units will be granted an easement for exclusive use of two (2) parking spaces by Declarant which easement shall be and remain appurtenant to the Unit for the purposes of parking motor vehicles. Declarant reserves the sole right to grant such exclusive easement to particular Units by designation thereof in the Unit Deed by which Declarant initially conveys the Unit;

(g) All other elements and features of the Condominium property, however designated or described, excepting only the Units themselves as herein defined and described, and such additional facilities and common areas as may be defined in said Chapter 183A.

The owner or owners of each Unit, hereinafter called the "Unit Owner" shall be entitled to an undivided interest in the Common Areas and Facilities and shall be subject to: (i) the terms and provisions of this instrument and of the By-Laws of The Colonial Village Condominium Trust, as defined and described in Section 13 hereof, (ii) rules and regulations promulgated pursuant thereto with respect to the use of the common areas and facilities, and (iii) the timely making of the payments required to be made in connection therewith.

In addition to and not in limitation of the rights of Unit Owners as elsewhere herein set forth and as provided in said Chapter 183A, the Owner or Owners of each Unit shall have, as

appurtenant to such Unit, the rights and easements, in common with the Owner or Owners of all other Units and subject to like rights and easements appurtenant to such other Units, to use the common facilities, including without limiting the generality, walks, paths, conduits, ducts, pipes, plumbing, wiring, trash containers and other facilities for the furnishing of utilities and services, subject always, however, to (a) the exclusive rights and easements herein granted to particular Units in certain facilities, (b) the restrictions and other provisions herein set forth, and (c) rules and regulations promulgated by the Board of Trustees of The Colonial Village Condominium Trust.

Notwithstanding the provisions of Section 6, any and all expenses for the maintenance, upkeep and repair of the yard areas for which exclusive use easements are granted to the Units shall not be a common expense of all Units but shall be the sole expense of the owners or owners of the Units which has the use of said easement area. In the event that a Unit Owner fails to maintain such areas, the Trustees of The Colonial Village Condominium Trust may do so and the Trustees shall make all final determinations with respect to the necessity for any such repairs, upkeep or maintenance and assess the cost of the same as hereinabove provided to the owner or owners of such Unit, which costs shall be added to the common expenses due from such Unit Owner and which shall be enforceable against and collectible from the owner of such Unit in the same manner as common expenses and charges, the nonpayment of which shall constitute a lien on any such Unit.

The Trustees of The Colonial Village Condominium Trust shall have, and are hereby granted, the right of access at all reasonable times to each Unit for purposes of operation, inspection, protection, maintenance, repair and replacement of common areas and facilities and correction, termination and removal of acts or things which interfere with the common areas and facilities or are otherwise contrary to or in violation of provisions hereof.

The Trustees of The Colonial Village Condominium Trust shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the paths, walks, utility and service lines and facilities, lawns, trees, plants and other landscaping comprised in the common areas and facilities, and to make excavations for said purposes; and no Unit Owner shall do any of the foregoing without the prior written permission of said Trustees in each instance.

If any portion of the common areas and facilities encroaches upon any Unit or any Unit encroaches upon any other Unit or upon any portion of the common areas and facilities as a result of settling or shifting of a building, an easement for the encroachment and for the maintenance of the same so long as the building stands, shall exist. If any building, any Unit, any adjoining Unit, or any adjoining part of the common areas and facilities shall be partially or totally destroyed as a result of fire or other casualty or as a result of eminent domain proceedings, and then rebuilt, encroachments of part of the common areas and facilities upon any Unit or of any Unit upon any other

Unit or upon any portion of the common areas and facilities, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the subject building shall stand.

(7) Provisions Concerning Exclusive Use Easement Areas and Construction of Additions to the Units. The grant of exclusive use easements as set forth in this Master Deed is subject to the following conditions and restrictions: (a) an exclusive use easement is defined as the right to use an exclusive use common area to the exclusion of all other Units of the Condominium except for that Unit which has the benefit of the easement, and (b) no Unit Owner shall make any use whatsoever of a restricted use common area as set forth in this Master Deed except for the Unit Owner whose Unit has the benefit of an exclusive use easement for the particular area. The use of exclusive use common areas shall be subject to the provisions of this Master Deed, the terms and conditions of The Colonial Village Condominium Trust and all By-Laws and rules and regulations enacted pursuant thereto. Each Unit owner shall be entitled to construct an addition within the exclusive use area under the following conditions:

(i) Such addition shall not exceed one (1) story in height with a shed type roof which may not extend above the existing peak;

(ii) such addition may contain not more than one (1) additional bedroom;

(iii) all necessary permits must be obtained prior to commencement of construction which shall be completed in accordance with building code standards and located on pilings if so required by appropriate officers and/or agencies;

(iv) plans and specifications for any such addition must be approved in writing by the Trustees of The Colonial Village Condominium Trust which approval shall not be unreasonably withheld provided such addition is architecturally compatible with the existing buildings; and

(v) upon completion of the addition, such Unit owner at his sole cost and expense shall cause to have prepared and registered an Amendment to this Master Deed together with appropriate plans and surveys reflecting the Unit as altered by the addition.

(8) Plans. The Site Plan, bearing the verified statement of a registered surveyor that said plan fully and accurately depicts the location of the building included in Phase I of the Condominium, and the Floor Plan of the building and Units included in Phase I of the Condominium, showing the layout, location, Unit designations and dimensions of the Units, and bearing the verified statement of a registered surveyor that said plans fully and accurately depict the same, are filed with the Land Court and captioned as follows:

(a) Site Plan: "Plan of Land in North Truro being Lot 1 on Land Court Plan No. 38817-A depicting The Colonial Village Condominium Scale: 1"=30' 1993, William N. Rogers Registered Civil Engineers + Land Surveyors, Off Cemetery Road, Provincetown, Mass." and filed with the Land Court.

(b) Floor Plan: "Floor Plan of The Colonial Village Condominium in North Truro depicting Units 1, 2, 3, 4, 5, 6 and 7, Scale: 1/4 IN. = 1 FT. December, 1992, William N. Rogers Registered Civil Engineers + Land Surveyors, Off Cemetery Road, Provincetown, Mass."

(9) Interest of Units in Common Areas and Facilities. Each Unit in Phase I of the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefor in Exhibit "C", annexed hereto and made a part hereof, for so long as the only Units in the

Condominium are those comprised in said Phase I. From and after the inclusion of Phase II of this Condominium, pursuant to and in accordance with provisions of Section 12(f), the percentages to which Units in Phase I are entitled shall be reduced accordingly, and shall at all times be in accordance with the provisions of said Chapter 183A and distributed among the Units then included in the Condominium in fair and equitable proportions. To that end, the percentages of undivided interest in the common areas and facilities to which the Units in Phase I shall be entitled after the inclusion of Phase II of the Condominium is set forth in Exhibit C attached hereto.

(10) Purposes. The building and each of the seven (7) Units in Phase I are intended for any residential use as allowed by this Master Deed and applicable laws. The Declarant may, until all of said Units have been sold by said Declarant:

(a) lease Units which have not been sold for use for residential occupancy; and

(b) use any Units owned by Declarant as models for display purposes for the sale or leasing of Units.

(11) Restrictions on Use of Units: Unless otherwise permitted by instrument in writing duly executed by the Trustees of The Colonial Village Condominium Trust pursuant to the provisions of the By-Laws thereof;

(a) No Unit shall be used other than solely for residential purposes as a one family type or single household Unit, said use to be in conformity with the provisions of a Condominium

Declaration of Covenant dated November 4, 1992, registered herewith.

(b) No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of The Colonial Village Condominium Trust.

(c) Except with respect to an addition constructed in accordance with the provisions of Section 7, the architectural integrity of the buildings and the Units shall be preserved without modification, and to that end, without limiting the generality, no awning, screen, antenna, sign, banner or other device and no exterior change, addition, structure, projection, decoration or other feature shall be erected or placed upon or attached to any Unit or any part thereof; no addition to or change or replacement (except, so far as practicable, with identical kind) of any exterior light, door knocker or other exterior hardware, exterior Unit door or door frames, exterior window or window frames (except windows facing Cape Cod Bay which may be of different size or design) shall be made, and no painting or other decoration shall be done on any exterior part or surface of any Unit or building nor on the interior surface of any window; provided, however, that the provisions of the subparagraph (c) shall not restrict the right of any Unit owner to decorate the interior of his Unit or Units as he may desire so long as such Unit owner shall in no way whatsoever alter, remove or otherwise modify any structural components of his Unit or Units.

(d) Dogs, cats or other customary household pet animals or birds may be kept in any Unit only by the owner of such Unit, provided, however, that they are not in such manner or type as to be noisome or offensive to occupants of other Units, and shall be suitably leashed or restrained whenever they are on the Condominium premises outside the interior of any Unit, in no event shall any tenant or guest of a Unit owner keep any such animal or bird in any Unit.

(e) All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units.

Said restrictions shall be for the benefit of the Owners of all of the Condominium Units and the Trustees of The Colonial Village Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No such Owner shall be liable for any breach of the provisions of this section except such as occurs during his or her ownership thereof.

(12) Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units, entitled to seventy-five (75%) percent or more of the undivided interests in the common areas and facilities, except that in the case of amendments reflecting additions to Units pursuant to Section 7,

only the owner of the Unit affected need so sign, and (b) signed and acknowledged by a majority of the Trustees of The Colonial Village Condominium Trust, and (c) duly registered with the Barnstable County Registry District, PROVIDED HOWEVER, that:

(a) The date on which such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and no such instrument shall be of any force or effect unless the same has been so registered within six (6) months after such date;

(b) No instrument of amendment which alters the dimensions of any Unit shall be of any force or effect unless the same has been signed by the owners of the Unit so altered;

(c) Except for the instrument which incorporates Phase II into the Condominium, no instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed, by the Owners of all of the Units and said instrument is thereon designated and registered as an Amended Master Deed;

(d) No instrument of amendment affecting any Unit upon which there is a first mortgage of record or a purchase money second mortgage held by the Declarant or its heirs or assigns shall be of any force or effect unless the same shall have been assented to by the holder or holders of such mortgages;

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

(f) Additions of Phases to the Condominium. The Condominium is to be developed in two phases, Phase I and Phase II. Notwithstanding any provision of this Master Deed to the contrary, the Declarant and their successors in interest reserve the right to amend this Master Deed without the consent of any Unit Owners so as to subject the buildings and Units in Phase II to the provisions of Chapter 183A of the General Laws of Massachusetts. In no event shall the Declarant add more than four (4) cottage type Units by the addition of the buildings in Phase II to the Condominium and all Units added to the Condominium shall be of the same quality as the Units comprising Phase I. Upon the including in the Condominium of the buildings and Units in the phase, the percentage interest in the Common Areas and Facilities of all Units shall be reduced as set forth in Exhibit "C" hereof. In no event shall the

Master Deed be voluntarily amended by Declarant or its successors in interest aforesaid so as to provide for more Units in Phase II than are set forth in Exhibit "C" hereof. Any such amendment shall contain with respect to the buildings and Units in Phase II all of the particulars required by said Chapter 183A of the General Laws of Massachusetts. No Amendment shall be effective until registered with the Barnstable County Registry District of the Land Court. All Units added to the Condominium by the inclusion of Phase II shall be used for single-family residential purposes only. Provided, however, that if the Declarant has not so amended this Master Deed so as to include said additional Phases in the Condominium on or before (i) June 30, 2003, or (ii) such later date within fifteen (15) years after the date hereof as shall be approved by the Trustees of The Colonial Village Condominium Trust, then the foregoing reserved rights shall terminate and be of no effect with respect to any of the buildings proposed for Phase II which shall not then have been so included in the Condominium by such an amendment for this Master Deed. The Unit Deeds for Units in the Condominium issued by Declarant before Phase II is included in the Condominium will contain a statement indicating that the Condominium is "Phased" and that the percentage interest in the common areas and facilities conveyed thereunder is subject to reduction in accordance with the provisions of this Master Deed. In no event shall any Buildings constructed as part of Phase II be located less than eighteen (18) feet from Building 5 and no Buildings shall be constructed between Building 5 and Cape Cod Bay.

(13) Managing Entity. The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is The Colonial Village Condominium Trust under Declaration of Trust dated September 16, 1993, to be registered herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present Trustees thereof (therein designated as the Trustees thereof) are as follows:

FRED E. SATERIALE

P. O. Box 392
Provincetown MA 02657

JOSEPH B. McCABE

Commercial Street
Provincetown, MA 02657

The address of the Trust is: Route 6A, Beach Point
North Truro MA 02652

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

(14) Units Subject to Master Deed, Unit Deed and Condominium Trust.

(a) All present and future owners, their employees, tenants, guests, patrons and visitors shall be subject to, and shall comply with, the provisions of the Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, as they may be amended from time to time, and the items affecting the title to the land as set forth in Section 2 above. The acceptance of a deed or conveyance or entering into possession of any Unit shall constitute an agreement that (i) the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws and the Rules and Regulations promulgated pursuant thereto, as they may be amended from time to time, and the said items affecting title to the land are accepted and ratified by such owner, tenant, visitor, guest, patron, employee or occupant, (ii) all of such provisions shall be deemed and taken to be covenants running with the land and shall

bind any person having at any time any interest or estate in such Unit, as though such provisions were recited and stipulated at length in each and every deed or conveyance or lease thereof, and (iii) a violation of the provisions of this Master Deed, the Unit Deed, the Condominium Trust, the By-Laws or the rules and regulations promulgated pursuant thereto by any such person shall be deemed a substantial violation of the duties of the owner of Unit.

(b) The failure of any Unit Owner to comply with any of the provisions of the Master Deed, Condominium Trust, the rules and regulations promulgated thereto and Chapter 183A, shall give rise to a cause of action in the Trustees of said Trust, and any aggrieved Unit Owner, which may then enforce said provisions in any manner permitted by law, including without limitation, by court action, injunctive relief, and seek damages on behalf of the Trust or individual Unit Owners.

(15) Provisions for Protection of Mortgagees. Notwithstanding anything in the Master Deed, the By-Laws of the Condominium Trust, or the rules and regulations promulgated pursuant thereto to the contrary, and in any event, subject to any greater requirements imposed by Massachusetts General Laws Chapter 183A, the following provisions shall apply for the protection of the holders of the first mortgages (hereinafter "First Mortgagees") of record with respect to the Units and shall be enforceable by any First Mortgagee:

(a) Any right of first refusal in connection with the sale of a Unit which may be hereafter adopted shall not impair the rights of a First Mortgagee to:

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

(ii) accept a deed (or assignment) in lieu of foreclosure in the event of a default by a mortgagor; or

(iii) sell or lease a Unit acquired by the First Mortgagee;

(b) Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal hereafter adopted by the Unit Owners and incorporated in this Master Deed or the By-Laws of the Condominium Trust.

(c) Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee;

(d) Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless one hundred (100%) percent of the First Mortgagees (based upon one vote for each first mortgage owned) of the individual Condominium Units have given their written approval, the Condominium Trust and the Unit Owners shall not be entitled to:

(i) by any act or omission, seek to abandon or terminate the Condominium except in the event of substantial

destruction of the Condominium by fire or other casualty or in the case of taking by condemnation or eminent domain; or

(ii) change the pro rata interest or obligations of any individual Unit for the purpose of:

A. levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

B. determining the pro rata share of ownership of each Unit in the Common Elements;

(iii) partition or subdivide any Unit; or

(iv) by any act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, that the granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed an action for which prior consent of the First Mortgagees shall be required pursuant to this clause; or

(v) use hazard insurance proceeds on account of losses to either the Units or the Common Elements for other than the repair, replacement or reconstruction thereof, except as otherwise provided by statute in case of a taking of or substantial loss to the Units and/or Common Elements;

(e) Consistent with the provisions of Chapter 183A, all taxes, assessments and charges which may become liens prior to a first mortgage under the laws of the Commonwealth of Massachusetts shall relate only to the individual Units and not to the Condominium as a whole;

(f) In no event shall any provision of this Master Deed or the By-Laws of the Condominium Trust give a Unit Owner or any other party priority over any rights of a First Mortgagee pursuant to its mortgage in the case of a distribution to such Unit Owner of insurance proceeds or condemnation awards for losses to or taking of such Unit and/or the Common Elements;

(g) A First Mortgagee, upon request made to the Condominium Trust shall be entitled to:

(i) written notification from the Condominium Trust of any default by its borrower who is an owner of a Unit with respect to any obligations of such borrower under this Master Deed or the provisions of the By-Laws of the Condominium Trust which is not cured within sixty (60) days;

(ii) inspect the books and records of the Condominium Trust at all reasonable times;

(iii) receive an annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;

(iv) receive written notice of all meetings; and

(v) receive prompt written notification from the Condominium Trust of any damage by fire or other casualty to the Unit upon which the First Mortgagee holds a first mortgage or any proposed taking by condemnation of eminent domain of said Unit or the Common Elements;

(h) No agreement for professional management of the Condominium or any other contract with Declarant may exceed a term of two (2) years, and any such agreement shall provide for termination by either party without cause and without payment of a termination fee on thirty (30) days or more written notice.

The Declarant intends that the provisions of this Section 15 shall comply with the requirements of the Federal Home Mortgage Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and all questions with respect thereto shall be resolved consistent with that intention.

The provisions of this Section 15 may not be amended or recorded without the written consent of all First Mortgagees, which consent shall appear on the instrument of amendment as such

instrument is duly recorded with the Barnstable County Registry District.

(16) Conflicts. If any provisions of this Master Deed shall be invalid or shall conflict with Chapter 183A, as amended, of the General Laws of Massachusetts, or if any provision of this Master Deed conflicts with any other provisions thereof or with any provisions of the Condominium Trust, then the following rules of construction shall be used:

(a) In the event of a conflict between the Master Deed and said Chapter 183A as amended, the provisions of Chapter 183A shall control;

(b) The invalidity of any provisions of the Master Deed shall not impair or affect the validity or enforceability of the other provisions of this Master Deed, and such remaining provisions of this Master Deed shall continue in full force and effect as if such invalid provisions have never been included herein;

(c) In the event of any conflict between the preceding Section 15 and any other provisions of the Master Deed or the Condominium Trust, the provisions of said Section 15 shall control.

(17) Waiver. No provision contained in this Master Deed shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

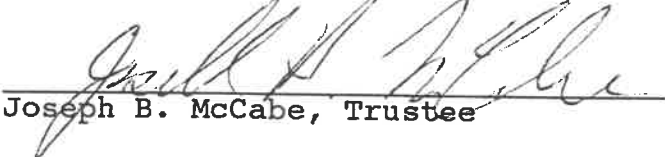
(18) Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define,

limit or describe the scope of this Master Deed nor the intent of any provision hereof.

(19) Definitions. All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws, Chapter 183A shall have the same meanings here unless the context otherwise requires.

IN WITNESS WHEREOF, the undersigned FRED E. SATERIALE and JOSEPH B. MCCABE, TRUSTEES, have placed their hands and seals this 16th day of September, 1993.


Fred E. Sateriale, Trustee


Joseph B. McCabe, Trustee

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

September 16 1993

Then personally appeared the above named FRED E. SATERIALE and JOSEPH B. MCCABE, TRUSTEES acknowledged the foregoing instrument to be their free act and deed, before me.


Notary Public
My comm. expires: Nov. 1, 1996

clients\sater\cvc.dee



EXHIBIT "A"

The land situated in Truro, Barnstable County, Massachusetts, bounded and described as follows:

- NORTHEASTERLY: by the southwesterly line of Route 6A, two hundred eighty (280) feet;
- SOUTHEASTERLY: by the land now or formerly of Lawrence S. Segura, et ux, about three hundred seventy-five (375) feet;
- SOUTHWESTERLY: by the former approximate mean high water mark of Cape Cod Bay; and
- NORTHWESTERLY: by land now or formerly of Dorothy M. Nearen, et al, about four hundred fifty-three (453) feet.

All of said boundaries except the former water line, are determined by the Court to be located as shown on Plan 38817-A dated November 12, 1974, drawn by Schofield Brothers, Inc., Surveyors, and filed in the Land Registration Office at Boston, a copy of which is filed in Barnstable County Registry of Deeds in Land Registration Book 591, Page 113, with Certificate of Title No. 73103 and said land is shown thereon as Lot 1.

Said land is subject to the rights of the public in the tidewaters of said Cape Cod Bay.

Said land is subject to the provisions of a Condominium Declaration of Covenant dated November 4, 1992, and registered as Document No. , as well as a Notice of Special Permit issued by the Truro Board of Appeals dated March 8, 1993, registered as Document No. .

For title, see Certificate of Title No. 116,374.

Together with all of Declarants' right, title and interest in the area shown as "beach" located between the above-described premises and the present mean high water mark of Cape Cod Bay (Tidal).

EXHIBIT "B"

Unit Designation	Building Designation	Approximate Sq.Ft.Area	Number and Designation of Rooms	Immediately Accessible Common Areas and Facilities
1		550 sq.ft.±	Five (5) rooms including living room, kitchen, bathroom and two (2) bedrooms, as well as attic storage area	Main entrance to exclusive use easement area to common area ground
2	2	300 sq.ft.±	Four (4) rooms including living room, kitchen, bathroom and one (1) bedroom, as well as attic storage area	Main entrance to common area ground
3	3	550 sq.ft.±	Five (5) rooms including living room, kitchen, bathroom and two (2) bedrooms, as well as attic storage area	Main entrance to exclusive use easement area to common area ground
4	4	550 sq.ft.±	Five (5) rooms including living room, kitchen, bathroom and two (2) bedrooms, as well as attic storage area	Main entrance to exclusive use easement area to common area ground
5	5	430 sq.ft.±	Five (5) rooms including living room, kitchen, bathroom and two (2) bedrooms	Main entrance to exclusive use deck area to common area ground
6	6	550 sq.ft.±	Five (5) rooms including living room, kitchen, bathroom and two (2) bedrooms as well as attic storage area	Main entrance to exclusive use easement are to common area ground
7	7	1,550 sq.ft.±	Eleven (11) rooms including a storage area in basement, living room, dining room, kitchen, bathroom and one (1) bedroom on first floor and a bathroom and four (4) bedrooms on second floor	Main entrance to common area ground

EXHIBIT "C"

Unit Number	Phase I	Phase II
1	14.00%	9.00%
2	14.00%	9.00%
3	14.00%	9.00%
4	14.00%	9.00%
5	14.00%	9.00%
6	14.00%	9.00%
7	16.00%	10.00%
8		9.00%
9		9.00%
10		9.00%
11		9.00%
Total	100.00%	100.00%

The determination of the percentage interest of the respective units in the common areas and facilities has been made upon the basis of the approximate relation which the fair value of each unit on the date hereof bears to the aggregate fair value of the units in the Condominium, including Phases I and II, on the date hereof.



PROVINCETOWN WATER DEPARTMENT

TRURO YEAR ROUND CONDOMINIUM REQUEST – WATER SERVICE SUITABILITY CHECKLIST

SERVICE ADDRESS: 630 Shore Rd, Units 1-10, Truro, MA

DATE OF INSPECTION: 11/7/22

HEALTH DEPARTMENT
TOWN OF TRURO

NOV 07 2022

RECEIVED BY:

Are the units individually metered? YES.


Is the meter(s) located in the building or a pit? If in the building, is water meter and service entrance protected from freezing? METER PIT (H-20 VAULT)

Are there individual shut-off valves, distribution manifold, or valve pit for each unit located *before* (upstream) each water meter on the property? If a single condominium unit within a building or parcel is requesting year round service, isolation valves must exist *before* (upstream) each meter. YES

Is the water service approximate bury depth sufficient to protect from freezing (standard is 4 feet)? YES.

Is current water service compliant material (CTS polyethylene meeting AWWA C901 Standards)? YES.

Provincetown Water Dept. role is to inspect water service & meter location only for suitability of year-round use. Provincetown Water Dept. does not inspect domestic plumbing systems located downstream of the meter location. A licensed plumber shall be consulted for evaluation.



Provincetown Water Dept. Technician

Property Owner/Owner's Representative

PAID
3312
\$750 (10 UNITS)

Step 1- Pre Application

Condominium Conversion Application

Date: March, 2019
Establishment Name: The Colonial Village Condominium Trust
Property Address: 630 Shore Road, North Truro
Mailing Address: PO Box 606, NO Truro, MA 02652



TOWN OF TRURO

24 Town Hall Road
PO Box 2030
Truro, MA 02666
508-349-7004

Tel (508)-349-7004
Fax (508)-349-5508

Designated representatives: Karen A. Kirby - owner #4 AND MANAGER - contact.
Telephone: 617 285-6525
Email: KKirbys205@aol.com

Deidre Malloy - Trustee
1-617 331-8101
Deidre.Malloy@NEMoves.com

Property Compliance Checklist- preliminary file research

Health

- Current Title V inspection report Inspected Oct/Nov 2018
- 105 CMR 410 - Minimum Standards for Human Habitation - general compliance OK units 4 & 9

Conservation

- If any required site work is in a resource area or buffer zone make proper filings with Truro Conservation Commission
- If any dwelling units are in a flood hazard zone provide elevation certificates

Site and Utilities

- Water - If on town water provide sign-off from Provincetown Water Department regarding suitability of on-site distribution system for year-round use.
- Gas - individually metered units if source is common tank yes
- Electric - units are individually metered yes

Building (based on 780 CMR - 9th edition)

- Egress, light and ventilation - compliant with R102.6.4
- Bedroom and basement emergency escape and rescue openings - compliant with R310
- Energy - compliant with Ch. 11 and 2015 IECC 505 w/ appendix AA (stretch code)
- Fire protection - compliant with R313 and R314. For multifamily units (3 or more per building) compliance with 2015 IBC, Ch. 9, with MA amendments.

Notes 3/27/19
w/ KK + Rick + EB
Systems pumped at 2018
HEALTH DEPARTMENT
TOWN OF TRURO
MAR 06 2019
RECEIVED BY

Needs due management to reduce # pedestrian paths from 3

Only 1 meter
No units on sep meters

UNIT 4 Built in 1935
Selective House w/ Porch
recently insulated bldg
+ installed new roof + new windows - 0

- Fire separation assemblies – for single and two unit dwellings compliant with R302 and for multiunit buildings compliant with Ch. 7
- Laundry connection per 248 CMR 10.10(o), properly connected to septic system
- Install 1.6 gallons/flush toilets
- For all gas-fired appliances install code-compliant vents
- Upgrade wall and above-counter electric outlets
- For new circuits install arc-fault circuit breakers
- All kitchen appliances on individual circuits

Step 2 site visit notes:

Unit 4

April 30, 2019

Unit 9 - Elec heat in BR's
Gas in LR
Elec HW

Need Signoff on
Suitability for Year round

LP available @ some Cottages

Applicant acknowledges and understands content of checklist. The checklist hereby becomes part of the Conversion Application



Signature

KAREN A. Kirby

print name

date

Just need 75%, have 90% here (a) 6/9/2018 mtg.
Jedra and Karen will be on the applications.
Attorney Jay Murphy will oversee this project with them.

HEALTH DEPARTMENT
TOWN OF TRURO

APR 10 2019

RECEIVED BY:

June 9, 2018 Meeting - Colonial Village Annual Meeting.

The Town voted at their April 2018 meeting to discontinue the amendment of Section 40.3 of the Zoning Bylaws of the Town of Truro as amended on May 19, 1981.

This means that Occupancy can occur year round. Our attorney will work with the town of Truro to address how this must be amended into our Master Deed.

Our first step is to approve this use. The next step will be to follow the Town of Truro guidelines with our Attorney's review for those individuals that want to utilize this. Once we know how many cottages want to apply for year round Occupancy then we will have to apply to the town.

Please sign below.

- 1) Jay W. J. Vice Pres. TMG Properties LLC.
Leslie A. Margolin President + CEO LESLIE A. MARGOLIN
- 2) Mary Blazanski 59 ROWNTREE MILL RD
TORONTO ON M6L 1C4 CANADA
- 3) Debra Mallery 13 Edend St Charlestown, MA
- 4) Kamb - KAREN A. Kirby
- 5) - not present
- 6) Jay W. J.
- 7) Tom Kane
- 8) Dell
- 9) Carol McCabe
- 10) 11 yrs Carol
Prof. White

HEALTH DEPARTMENT
TOWN OF TRURO

APR 10 2019

RECEIVED BY:

tenant or guest of a Unit owner keep any such animal or bird in any Unit.

(e) All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of other Units.

Said restrictions shall be for the benefit of the Owners of all of the Condominium Units and the Trustees of The Colonial Village Condominium Trust as the persons in charge of the common areas and facilities, shall be enforceable solely by said Trustees, and shall, insofar as permitted by law, be perpetual; and to that end, may be extended by said Trustees at such time or times and in such manner as permitted or required by law for the continued enforceability thereof. No such Owner shall be liable for any breach of the provisions of this section except such as occurs during his or her ownership thereof.

(12) Amendments. This Master Deed may be amended by an instrument in writing (a) signed by the Owners of Units, entitled to seventy-five (75%) percent or more of the undivided interests in the common areas and facilities, except that in the case of amendments reflecting additions to Units pursuant to Section 7,

HEALTH DEPARTMENT
TOWN OF TRURO
APR 10 2019
RECEIVED BY:

made in such certificate and of the existence of the facts therein setforth.

ARTICLE VII

Amendments and Termination

Section 1. The Trustees, with the consent in writing of Unit Owners entitled to not less than seventy-five (75%) percent of the beneficial interest hereunder, may at any time and from time to time amend, alter, add to, or change this Declaration of Trust in any manner or to any extent, the Trustees first, however, being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities; provided always, however, that no such amendment, alteration, addition or change (a) according to the purport of which the percentage of the beneficial interest hereunder of any Unit Owner would be altered or in any manner or to any extent whatsoever modified or affected, so as to be different from the percentage of the individual interest of such Unit Owner in the common areas and facilities as setforth in the Master Deed, or (b) which would render this trust contrary to or inconsistent with any requirements or provisions of said Chapter 183A, shall be valid

HEALTH DEPARTMENT
TOWN OF TRURO

APR 10 2019

RECEIVED BY: _____

Michelle Fogarty

From: Michelle Fogarty
Sent: Tuesday, February 11, 2020 10:56 AM
To: Emily Beebe
Subject: Year-Round Condo Conversions

Hi Em,

I'm sending this email mostly to remind myself of where we stand on the on-going condo conversions:

- **Braemar:**
RED LIGHT! Requires additional review and consideration before we can determine if they can proceed with the conversion. (Step 2 site inspections were completed in June and October of 2019)
- **Colonial Village (Karen Kirby):**
You will look for your notes to see if any repairs were required as a result of the Step 2 inspection for the remaining units. We'll need to follow-up with Karen Kirby as to what the next steps are.
- **Sutton Place:**
You will work with Rich to put together a letter regarding the ability/non-ability to convert the cottages and units to year-round use.
- **Days Cottages:**
see days folder
~~Sherry has been in touch to schedule the Step 2 inspection. We need to determine if she ever completed a Step 1 application and paid the fee. We also need final confirmation from Sherry as to which units are participating. This association has an exception in that we will only charge the Step 1 unit fee for the units that are participating, not the entire association.~~


Thank you!
M

Michelle Fogarty
Office Assistant
Town of Truro/Building, Health and Conservation Departments
P.O. Box 2030
Truro, MA 02666
Phone: 508-349-7004 x130
Fax: 508-349-5508

PAID
1738

Step 2: Condominium Conversion Application

TOWN OF TRURO



24 Town Hall Rd.
PO Box 2030
Truro, MA 02666

Tel (508) 349-7004
Fax (508) 349-5508

Date: _____

Establishment Name: Colonial Village

Property Address: 630 Shore Rd

Mailing Address: PO Box 606, No. Truro MA 02652

Designated representatives: Karen A Kirby

Telephone: 617-285-6525

Email: KKirby5205@aol.com

HEALTH DEPARTMENT
TOWN OF TRURO

SEP 30 2019

RECEIVED BY:

Please identify the type of conversion being sought:

- Existing Cottage Colony/Motel to seasonally restricted use (year-round manager's unit allowed)
- Existing Cottage Colony/Motel to year-round use (full property or individual units)
- Existing Condominium to year-round use (full property or individual units)

Current number of: 10 Units Bedrooms

Unit #'s Going Year-Round: 10 units 4 + 9 have been done,

Unit #'s Staying Seasonal: 0

Proposed number of: 10 Units Bedrooms

[Signature]
Applicant Signature _____ Date _____

Submit the following documents in support of this application:

- Completed Declaration of Covenant (for newly created condominiums -seasonal or year-round use)
- Completed Modification/Removal of Covenant (existing condominiums)
- Parking plan (newly created condominiums)
- Septic Plan (if required by Health Dept.)

approved: [Signature] 10.24.22
Building Commissioner date

approved: [Signature] 1992 -
Health Agent date
Up to date w/ inspections
Septic plan

Current Septic System Inspection Report

10/6/2021
date

year of installation

Property Compliance Checklist from Step 1 – Pre Application

Comments of the Health Agent

all units were inspected Sept. 20.

[Signature]

10/24/2022
date

Health Agent

Comments of the Building Commissioner

New CO issued referencing the year-round units versus the seasonally restricted units.

Building Commissioner

date

The Town of Truro, as represented by its Select Board shall execute the attached Covenant subject to the successful completion of the required actions outline in the Condominium Conversion Process.

This application has been approved by the undersigned:

Select Board

date

COLONIAL VILLAGE

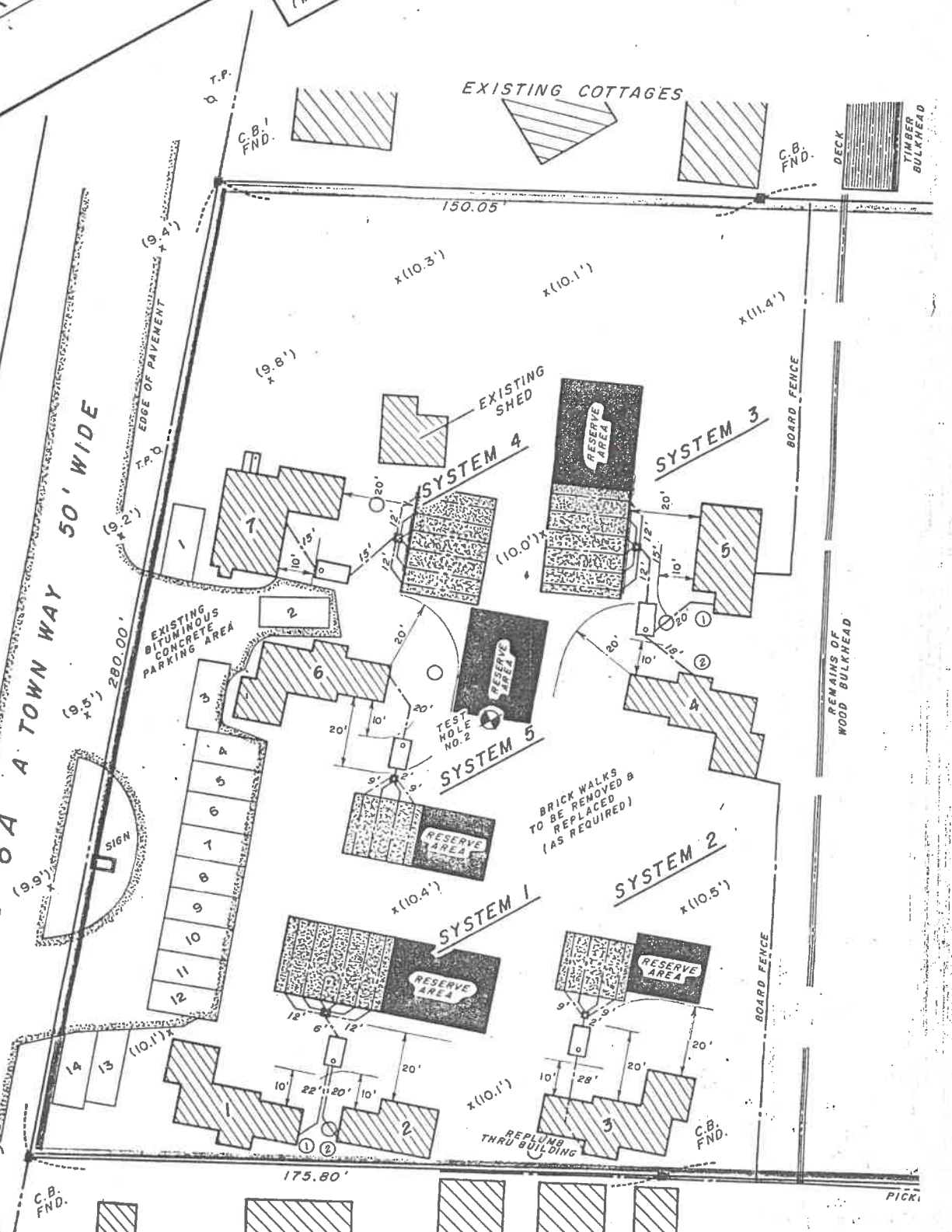
PARKING PLAN

BENCH MARK ELEV. = 9.86'
(M.S.L.) ON C.B. FND.

LAWREN

STORAGE	4
	2
	2
	2
	2
	1
	2

ROUTE 6A A TOWN WAY 50' WIDE

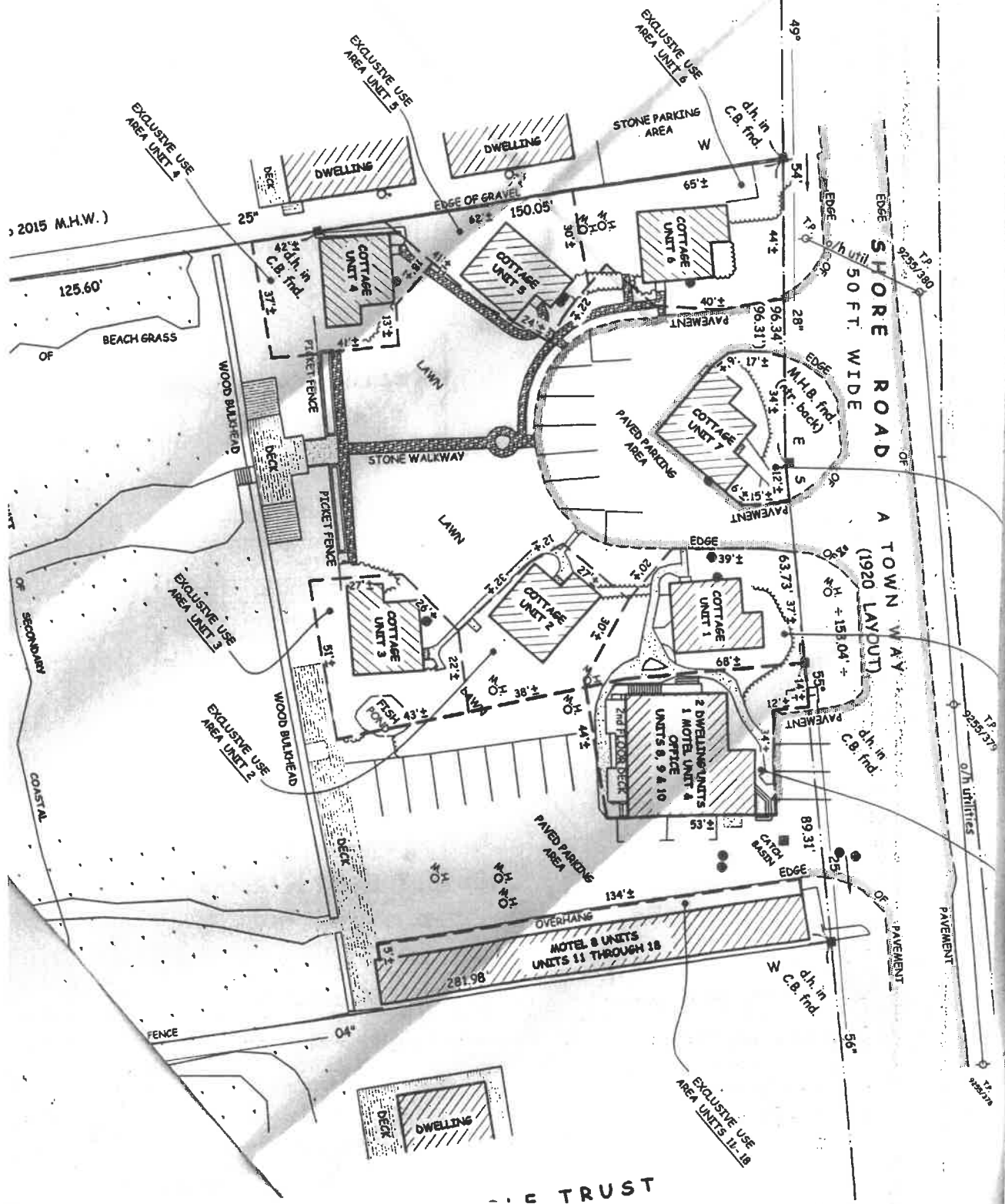


STORAGE	4
	2
	2
	2
	2
	1
	2

EXISTING COTTAGES

PICK

ELLAGE CONDOMINIUM
 LOT 1
 COURT PLAN 38817 A
 DATE OF TITLE NO. C301
 D. 630 SHORE ROAD



THE TRUST

COLONIAL VILLAGE

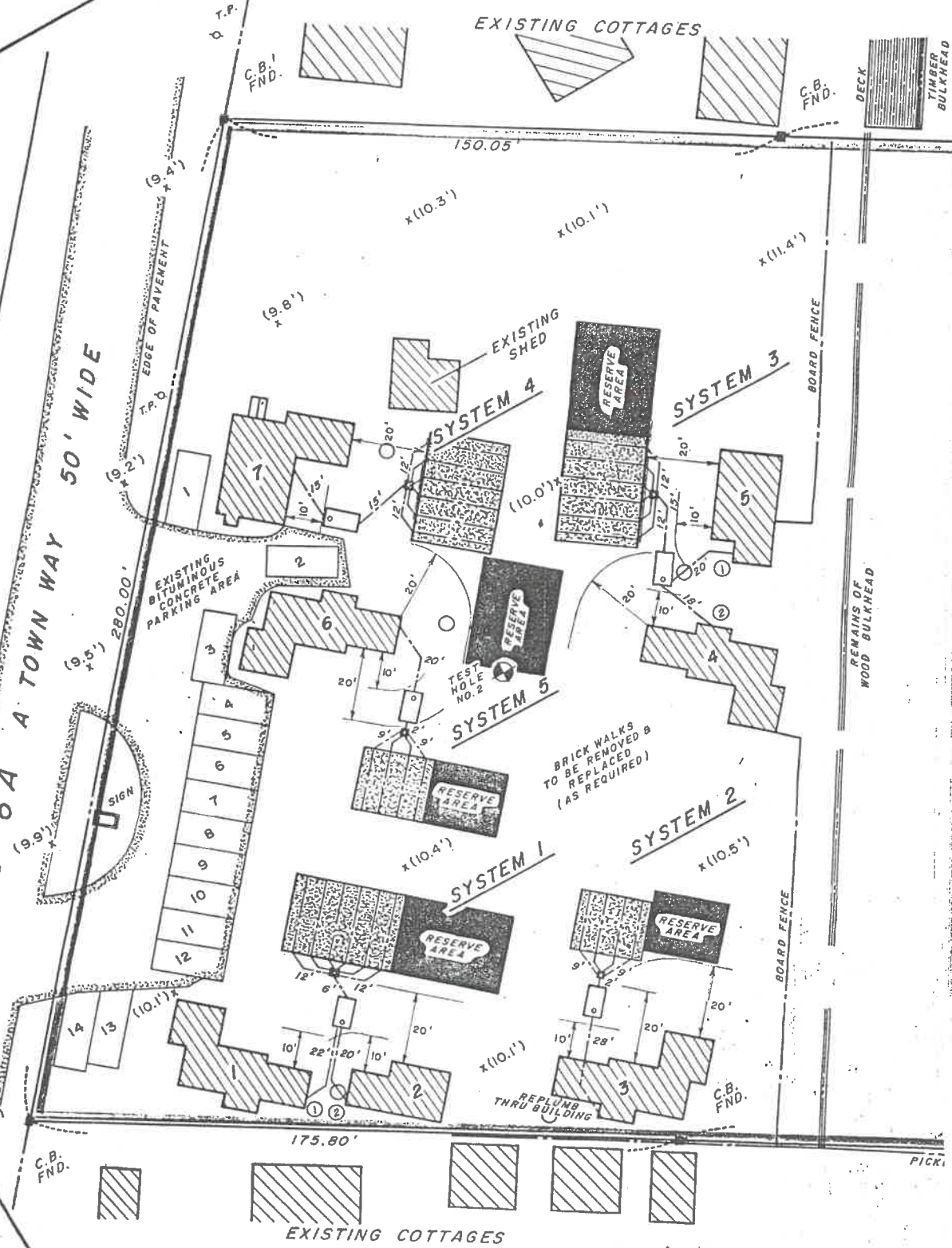
PARKING PLAN

BENCH MARK ELEV. = 9.86'
(M.S.L.) ON C.B. FND.

LAWREN

TOMS	
2	
1	
2	
2	
2	
2	
4	
STORAGE	

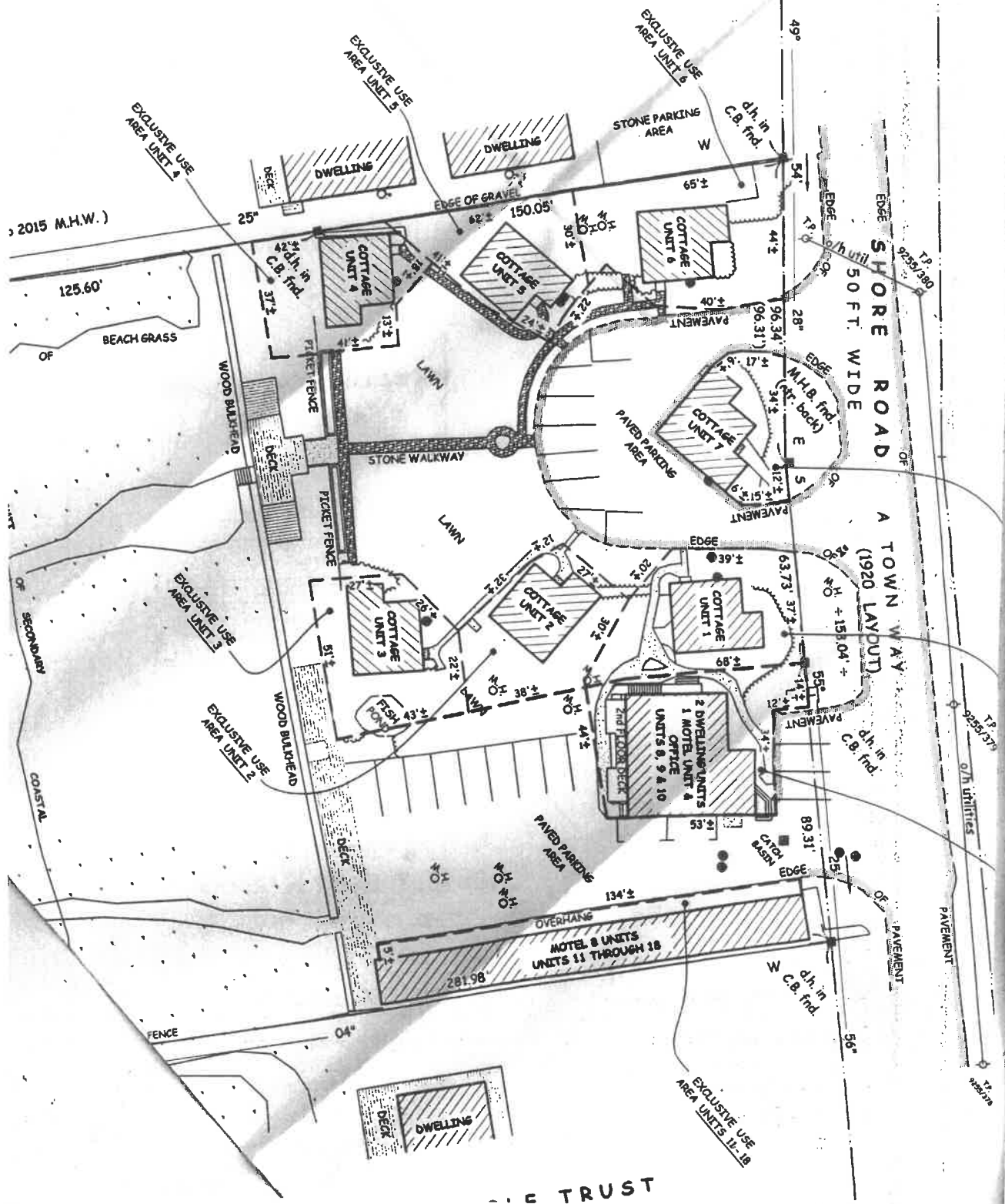
ROUTE 6A A TOWN WAY 50' WIDE



EXISTING COTTAGES

PICK

ELLAGE CONDOMINIUM
 LOT 1
 COURT PLAN 38817 A
 DATE OF TITLE NO. C301
 D. 630 SHORE ROAD



THE TRUST

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 30TH day of SEPTEMBER, 2022, by and between the Colonial Village Condominium (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6, by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Kean and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J. McCormick, Jr.**, owner of Unit 10, by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with the Barnstable Registry District of the Land Court as Document No. 596,619;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and the Colonial Village Condominium, **Karen A. Kirby and Carol A. McCabe**, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

dre.Malloy@NEMoves.com,
j.murphy@verizon.net,
ad@aol.com,
Partial Release of Covenant Colonial Village.docx
Nov 29, 2021 9:32 am
Partial Release of Covenant Colonial Village.docx (19K)

Unit 4
Unit 9

Last week regarding you drafting 8 partial releases for us at Colonial Village. I asked owners to
as they are listed on deeds to the remaining 8 cottages. I have listed them below. Please let me
can pick up these with our files for the association. Thank you so much
from no 6 is on Cape for a few days. I can drive down when they are ready.

1 JMA Properties, LLC C301-1 3/11/13
OLIN 1,216,531

OWSKI 709,353 C301-2 11/12/97
WSKI

ROY 827,657 C301-3 2/8/01

LD DSOE 1,425,714 C301-5 4/1/21

LIN 1,193,629 C301-6 6/4/12
OLIN

NE, TRUSTEE 1,308,272 C301-7 BASM RE TRUST
TRUSTEE 11/16/16 1,308,271
11/14/16

DALL 1,086,782 C301-8 3/30/08
NDALL

RMICK, JR 1,356,316 C301-10 8/31/18

CELL IS 617 331 8101 IF U NEED TO CALL ME DEIDRE MALLOY, CO MANAGER OF

LAGE
N TRURO MA
Mobile 4G LTE Device
Android

Stephanie Rein Robert Weinstein
Kristen Reed Susan Arason
John Dudas

re
ember 23, 2021 4:43:51 AM
erizon.net <jmurphy@verizon.net>
ease of Covenant Colonial Village.docx

you before your vacation and Kelly last week about having you draft these covenant for the
ges #1,2,3,5,6,7,8,10. please I know you are super busy but if you could do these 8 drafts
pick up with our files for Colonial Village. We are very close to a meeting with selectman for
year round use. I am leaving the country Dec 4 so I would greatly appreciate it if you could get
et me know when I can pick with the files.

h my cell is:
idre malloy trustees Colonial Village N Truro

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages to Follow]

Property Address: 630 Shore Road, Unit 1, Truro, MA 02666

Executed as of the date and year above written.

TMG Properties, LLC



Leslie Margolin, Owner of Unit 1

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared Leslie Margolin, Manager of TMG Properties, LLC, proved to me through satisfactory evidence of identification, which was _____ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Notary Public,

My Commission Expires:

Notary Certificate Attached

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

California All-Purpose Acknowledgement

State of California }
County of Sonoma } SS.

On 9/30/2022 before me Gretchen Hill- Notary Public

personally appeared Leslie Ann Margolin
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Gretchen Hill, Notary Public (Seal)



Optional

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of the Attached Document:

Title of Type of Document: Release from declaration of covenant

Document Date: 30 Sept. 2022 Number of Pages: 4 + Notary page

Signer(s) Other Than Named Above: _____

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 26 day of Sept. 01, 2022, by and between the **Colonial Village Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6, by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Kean and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J. McCormick, Jr.**, owner of Unit 10, by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with the Barnstable Registry District of the Land Court as Document No. 596,619;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and the Colonial Village Condominium, Karen A. Kirby and Carol A. McCabe, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to **Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.**

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages to Follow]

Property Address: 630 Shore Road, Unit 2, Truro, MA 02666

Executed as of the date and year above written.

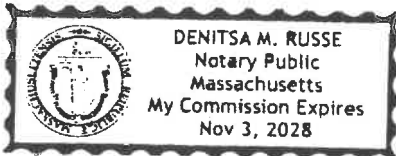
Myron Blozowski
Myron Blozowski, Owner of Unit 2

Mary Blozowski
Mary Blozowski, Owner of Unit 2

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 26th day of September, 2022, before me, the undersigned notary public, personally appeared Myron Blozowski and Mary Blozowski, proved to me through satisfactory evidence of identification, which were DLS to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Denitsa Russe
Notary Public,

My Commission Expires: 11/03/2028

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 23rd day of September, 2022, by and between the **Colonial Village Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy, Trustee of Deidre Malloy Trust**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6 by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Keane and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J McCormick Jr.**, owner of Unit 10 by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10 and **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro Massachusetts 02666 (the "Town").

WHEREAS, The Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with Barnstable Registry district of the Land Court as Document No. 596,619

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction")

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and Colonial Village Condominium, Karen A. Kirby and Carol A. McCabe, Trustee as aforesaid, for the good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to **Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.**

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages to Follow]

Property Address: 630 Shore Road, Unit 3, Truro, MA 02666

Executed as of the date and year above written.

Deidre Malloy
Deidre Malloy, Owner of Unit 3
Trustee of DEIDRE MALLOY TRUST

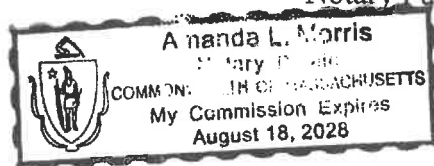
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 23 day of September, 2022, before me, the undersigned notary public, personally appeared Deidre Malloy, proved to me through satisfactory evidence of identification, which was MA Drivers license to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Amanda L Morris
Notary Public,

My Commission Expires:



**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 23rd day of September, 2022, by and between the **Colonial Village Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy, Trustee of Deidre Malloy Trust**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6 by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Keane and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J McCormick Jr.**, owner of Unit 10 by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10 and **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro Massachusetts 02666 (the "Town").

WHEREAS, The Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with Barnstable Registry district of the Land Court as Document No. 596,619

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction")

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and Colonial Village Condominium, Karen A. Kirby and Carol A. McCabe, Trustee as aforesaid, for the good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to **Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.**

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

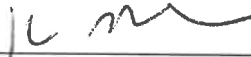
[Signature Pages to Follow]

Property Address: 630 Shore Road, Unit 5, Truro, MA 02666

Executed as of the date and year above written.



Pamela Besold, Owner of Unit 5

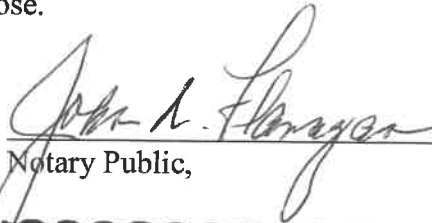


Kimberly Godsoe, Owner of Unit 5

COMMONWEALTH OF MASSACHUSETTS

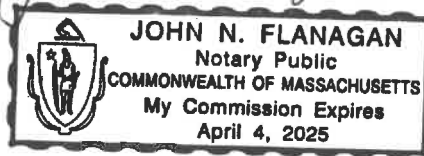
Barnstable, ss.

On this 23rd day of September, 2022, before me, the undersigned notary public, personally appeared Pamela Besold and Kimberly Godsoe, proved to me through satisfactory evidence of identification, which were MA. DRIVER LICENSE to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public,

My Commission Expires: April 4, 2025



6

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 3rd day of October, 2022, by and between the **Colonial Village Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6, by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Kean and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J. McCormick, Jr.**, owner of Unit 10, by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with the Barnstable Registry District of the Land Court as Document No. 596,619;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and the Colonial Village Condominium, Karen A. Kirby and Carol A. McCabe, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

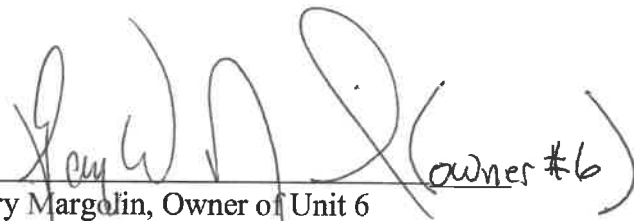
1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to **Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.**

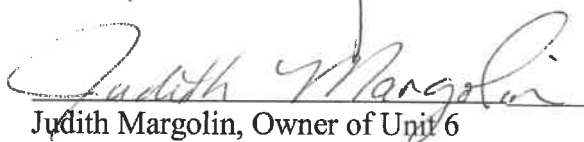
2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages to Follow]

Property Address: 630 Shore Road, Unit 6, Truro, MA 02666

Executed as of the date and year above written.


Gary Margolin, Owner of Unit 6 (owner #6)


Judith Margolin, Owner of Unit 6

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 3rd day of October, 2022, before me, the undersigned notary public, personally appeared Gary Margolin and Judith Margolin, proved to me through satisfactory evidence of identification, which were MAIDZ to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.




Notary Public, Brienne K. Snyder

My Commission Expires: August 3 2023

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 24th day of September, 2022, by and between the **Colonial Village Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6, by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Kean and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J. McCormick, Jr.**, owner of Unit 10, by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with the Barnstable Registry District of the Land Court as Document No. 596,619;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and the Colonial Village Condominium, Karen A. Kirby and Carol A. McCabe, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to **Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.**

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages to Follow]

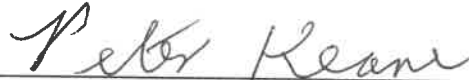
Property Address: 630 Shore Road, Unit 7, Truro, MA 02666

Executed as of the date and year above written.

BASM Real Estate Trust



Theresa Keane, Trustee, Owner of Unit 7

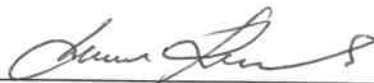


Peter Keane, Trustee, Owner of Unit 7

COMMONWEALTH OF MASSACHUSETTS

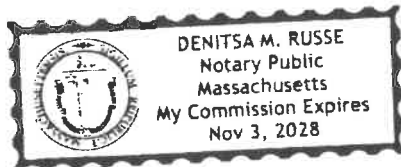
Barnstable, ss.

On this 24th day of September 2022, before me, the undersigned notary public, personally appeared Theresa Keane and Peter Keane, Trustees of the BASM Real Estate Trust, proved to me through satisfactory evidence of identification, which were DLS to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



Notary Public,

My Commission Expires: 11/03/2028



8

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 27 day of September, 2025, by and between the **Colonial Village Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy, Trustee of Deidre Malloy Trust**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6 by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Keane and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J McCormick Jr.**, owner of Unit 10 by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10 and **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro Massachusetts 02666 (the "Town").

WHEREAS, The Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with Barnstable Registry district of the Land Court as Document No. 596,619

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction")

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and Colonial Village Condominium, Karen A. Kirby and Carol A. McCabe, Trustee as aforesaid, for the good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to **Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.**

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages to Follow]

Property Address: 630 Shore Road, Unit 8, Truro, MA 02666

Executed as of the date and year above written.



Denise K. Kendall, Owner of Unit 8

Doreen M. Kendall, Owner of Unit 8

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 20____, before me, the undersigned notary public, personally appeared Denise K. Kendall and Doreen M. Kendall, proved to me through satisfactory evidence of identification, which were _____ to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public,

My Commission Expires:

See Attached Certificate

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Marin)

On September 27, 2022 before me, Sarah A. Bender-Resnik, Notary Public
(insert name and title of the officer)

personally appeared Denise Kendall
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)



**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 28th day of September, 2022, by and between the **Colonial Village Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6, by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Kean and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J. McCormick, Jr.**, owner of Unit 10, by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10, and the **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro, Massachusetts 02666 (the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with the Barnstable Registry District of the Land Court as Document No. 596,619;

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction");

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and the Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and the Colonial Village Condominium, Karen A. Kirby and Carol A. McCabe, Trustee as aforesaid, for good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:

1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to **Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.**

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages to Follow]

Property Address: 630 Shore Road, Unit 8, Truro, MA 02666

Executed as of the date and year above written.

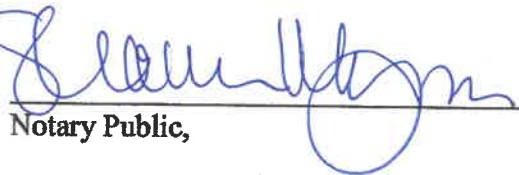
to be signed in California
Denise K. Kendall, Owner of Unit 8


Doreen M. Kendall, Owner of Unit 8

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 28 day of September, 2022, before me, the undersigned notary public, personally appeared ~~Denise K. Kendall~~ and Doreen M. Kendall, proved to me through satisfactory evidence of identification, which were Maine Drivers license to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.


Notary Public,

My Commission Expires:

SHANNON M. YOUNG
Notary Public, State of Maine
My Commission Expires Dec. 04, 2028

**RELEASE FROM
DECLARATION OF COVENANT**

RELEASE dated this 26th day of September, 2022, by and between the **Colonial Village Condominium** (the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed dated September 16, 1993 and recorded with the Barnstable Registry District of the Land Court on October 22, 1993 as Land Court Document No. 596,617 as noted on Certificate of Title C301, being Lot 1, LCP 38817-A, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 596,618, as amended, having an address of 630 Shore Road, North Truro; **TMG Properties, LLC**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,216,531, Certificate of Title C301-1, **Myron Blozowski and Mary Blozowski**, owners of Unit 2, by deed recorded with said Registry District as Document No. 709,353, Certificate of Title C301-2, **Deidre Malloy, Trustee of Deidre Malloy Trust**, owner of Unit 3, by deed recorded with said Registry District as Document No. 827,657, Certificate of Title C301-3, **Pamela Besold and Kimberly Godsoe**, owners of Unit 5, by deed recorded with said Registry District as Document No. 1,425,714, Certificate of Title C301-5, **Gary Margolin and Judith Margolin**, owners of Unit 6 by deed recorded with said Registry District as Document No. 1,193,629, Certificate of Title C301-6, **Theresa Keane and Peter Keane, Trustees of the BASM Real Estate Trust**, u/d/t dated November 15, 2016, registered as Document No. 1,308,271, owners of Unit 7, by deed recorded with said Registry District as Document No. 1,308,272, Certificate of Title C301-7, **Denise K. Kendall and Doreen M. Kendall**, owners of Unit 8, by deed recorded with said Registry District as Document No. 1086,782, Certificate of Title C301-8, and **John J McCormick Jr.**, owner of Unit 10 by deed recorded with said Registry District as Document No. 1,356,316, Certificate of Title C301-10 and **Town of Truro**, acting by and through its Board of Selectmen, having an address of 24 Town Hall Road, Truro Massachusetts 02666 (the "Town").

WHEREAS, The Condominium is subject to a Condominium Declaration of Covenant (the "Covenant"), dated November 4, 1992, recorded with Barnstable Registry district of the Land Court as Document No. 596,619

WHEREAS, pursuant to Paragraph 1 of the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and April 1 of the succeeding year (the "Seasonal Restriction")

WHEREAS, Paragraph 6 of the Covenant states that no amendment, revision, termination or substitution of the Covenant is effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, acting by and through its Board of Selectmen; and

WHEREAS, the Town and Colonial Village Condominium desire to terminate the Seasonal Restriction as to certain of the Units in the Condominium.

NOW, THEREFORE, the Town and Colonial Village Condominium, Karen A. Kirby and Carol A. McCabe, Trustee as aforesaid, for the good and valuable consideration, and on the terms and conditions set forth herein, agree as follows:


1. The Seasonal Restriction affecting the Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 596,619, is hereby released and terminated as to **Unit 1, Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8 and Unit 10.**

2. This Release is binding on the heirs, successors and assigns of the parties hereto.

[Signature Pages to Follow]

Property Address: 630 Shore Road, Unit 10 Truro, MA 02666

Executed as of the date and year above written.


John J. McCormick, Owner of Unit 10

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

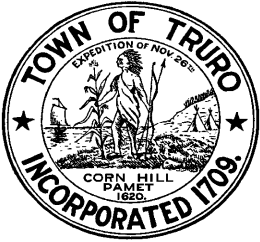
On this 26th day of September, 2022, before me, the undersigned notary public, personally appeared John J. McCormick, Jr., proved to me through satisfactory evidence of identification, which was known to me to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


Notary Public,

My Commission Expires:

7-22-27





TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: December 6, 2022

ITEM: Continued Discussion and Potential Vote on Multi-Member Bodies Budget

EXPLANATION: The budget guidance voted by the Select Board was sent to all department heads so that budget preparations may begin. Policy guidance is needed from the Select Board to determine which of the approximately thirty-five multi-member bodies for the Town should be receiving budget templates and how to plan for budget requests for the various multi-member bodies.

Currently, some multi-member bodies submit annual budget requests, other submit financial warrant articles for specific funding initiatives and others do not make requests during the budget process but make requests during the fiscal year. Policy guidance that provides clarity on the process and manages the needs of the multi-member bodies, within the confines of the omnibus budget, is critical.

The Board began the discussion on committee budgets at the November 9, 2022 Select Board meeting. A list of potential policies and procedures related to committee budgets was drafted by staff for consideration for a Select Board policy. The list was also submitted to the Budget Task Force so that the Task Force can discuss and offer recommendations at the December 6, 2022 meeting that may be useful to the Board in identifying funding priorities and budget procedures that could be crafted into policy guidance.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: There will continue to be uncertainty in the budget development process and fiscal planning related to multi-member bodies.

SUGGESTED ACTION: *MOTION TO direct {insert name or position here} to draft a policy on multi-member bodies' budget procedures based on tonight's discussion to present to the Select Board at a subsequent meeting.*

ATTACHMENTS:

1. Draft Process for Multi-member Body Budget Requests

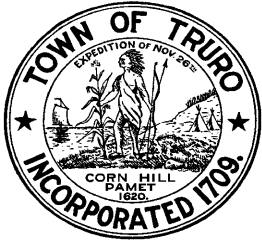
PROCESS FOR MULTI-MEMBER BODY BUDGET REQUESTS

- Purpose: To ensure that the budget presented to Town Meeting voters is wholistic and provides the resources needed for service provision and to meet the goals and objectives of the Truro Select Board. As the omnibus budget represents finite resources to conduct all programs and services of the Town, it is essential that the various boards and committees comply with the outlined process.
- Process:
 - Town Manager assigns staff fiscal agents to each multi-member body.
 - Staff fiscal agents field requests for specific expenses, identified in writing, that have been voted on by the multi-member body. Further analysis, discussion, or detail may be requested by the fiscal agent to properly consider the request. When preparing the request, the multi-member body shall also identify any staff support they will be requesting related to this request so that the Town Manager can approve or deny this support in accordance with Town Charter. Staff support should include approximate number of hours and type of expertise required. For example, if a structure is being purchased and needs to be installed, the request shall outline whether the vendor will be installing or if public works support is requested.
 - All requests shall be reviewed by the assigned Select Board liaison to the multi-member body prior to submission to the staff fiscal agent.
 - Staff fiscal agents will approve, deny, or modify the request. Fiscal agents shall consider the request in light of the Select Board's goals and objectives, Town Charter requirements, Select Board policy requirements, and related operational goals and service provision. They shall also consider if the multi-member body provided evidence that the request adequately reflects the true costs (both short-term and ongoing) of the budget item, and considers any procurement law and/or policies that would impact that price (i.e. prevailing wage, tax exemption, etc.). Requests for installations of any type or modifications to Town-owned property will be fully vetted by the Town Manager and DPW Director prior to being presented to the Select Board for consideration and approval for the use of Town-owned property.
 - If the request is denied by the staff fiscal agent, the multi-member body and the Town Manager will be notified.
 - Note: Approval by the fiscal agent does not mean the budget item will be accommodated. The item will still need to progress through the budget process.
 - Budget items approved by the fiscal agent will be presented to the Town Manager. The Town Manager will approve, deny, or modify the request and if approved, will determine the appropriate placement and funding source. The item may be included as an omnibus budget line item or a separate agenda item.
 - The Town Manager's recommendation for the budget item shall be presented to the Budget Task Force. A representative of the multi-member body shall be present at the designated Budget Task Force meeting to answer questions or provide justification of the expense. The budget request shall continue through the budget process as required by Town Charter.
 - If approved by Town Meeting, the multi-member body shall work with the staff fiscal agent to determine appropriate specifications of the item or the scope of services to be

procured. Staff fiscal agents will facilitate the purchasing process, in as timely a manner as their departmental duties allow, to ensure that proper procedures are followed. The staff fiscal agent shall be responsible for paying invoices in accordance with Town accounting procedures.

- Notes:
 - Staff fiscal agents are not required to attend or participate in any multi-member body meetings or activities.
 - All budget requests shall follow budget guidance prepared annually by the Select Board.
 - Any personnel budget request generated by the multi-member body will be developed jointly with the staff fiscal agent and will follow the normal budget process, which includes the completion of a position justification form, job description, and proper classification for determination of salary and annual workplan.

DRAFT



Agenda Item: 7E

TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Stephanie Rein, Select Board Liaison to Walsh Property Community Planning Committee and Darrin Tangeman, Town Manager

REQUESTED MEETING DATE: December 6, 2022

ITEM: Discussion and Possible Vote to Amend the Walsh Property Community Planning Committee Charge

EXPLANATION: As the Board has discussed in the past and as is outlined in the charge, the Board may wish to decrease membership on the Walsh Property Community Planning Committee as attrition occurs. Presently, there are 13 full-member seats, 2 alternate member seats and 1 non-voting student liaison. With two full-member seats are now vacant so the Board may wish to either: decrease full membership to 11 and maintain 2 alternate seats for a new total of 13 eligible voting members; appoint the two alternate members to full members and amend the charge to 13 full member seats and no alternate seats for a new total of 13 voting members; or make no changes to the charge to maintain 13 full-member seats and 2 alternate member seats for a total of 15 eligible voting members. If no change is made to the charge, applicants (including currently serving alternates interested in becoming full members) would come forward at a subsequent Select Board meeting for possible appointment.

Included for the Board's consideration is the current charge and two redlined versions that would illustrate the two scenarios for decreased membership.

Please note that "members" refers to all voting members of the Walsh Property Community Planning Committee. The membership total does not include the Select Board Liaison or the non-voting student liaison.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: The charge will not be revised.

SUGGESTED ACTION:

Motion to approve the charge revising the membership of the the Walsh Property Community

*Planning Committee to {11 full-member seats and 2 alternate member seats **OR** 13 full-member seats and no alternates) and to electronically sign.*

OR

Take no action.

ATTACHMENTS:

1. Walsh Property Community Planning Committee Charge
2. Draft Revised Walsh Property Community Planning Committee Charge with 11 full-member seats and 2 alternate member seats
3. Draft Revised Walsh Property Community Planning Committee Charge with 13 full-member seats and no alternates



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

Walsh Property Community Planning Committee Charge

Adopted: October 26, 2021, Revised September 27, 2022

In accordance with the Truro Town Charter, Section 6-4-4, and Article 11 of the April 30, 2019 Annual Town Meeting, the Select Board hereby establishes the Walsh Property Community Planning Committee as an ad-hoc committee.

PURPOSE:

At the Annual Town Meeting in April 2019, and ratified by ballot in May 2019, the people of Truro authorized the purchase of the Walsh property for the Town of Truro, to be used for general municipal purposes. The article further authorized and directed the Select Board to create a committee, to include citizen representatives from diverse sectors of the community to lead a community wide process, beginning in June 2019, to engage a wide range of Truro residents in developing plans for the use of the property to be presented at a future town meeting for approval.

APPROACH:

The purpose of the Walsh Property Community Planning Committee (WPCPC) is to guide the development of plans for the use of the Walsh property. The WPCPC's mandate is:

- a) to embody, engage and include the full range of perspectives (needs, interests and concerns, as well as geographic and demographic groups) of the Town of Truro.
- b) to undertake, analyze and synthesize public input and widespread outreach to maximize involvement, understanding and support for the resulting plan and its implementation.
- c) drawing on active public input and engagement as well as data that describes the current and future needs of the Town and region, the WPCPC will develop and evaluate a range of options, and ultimately prepare a plan for the use(s) of the property to be presented to Town Meeting.

The Chairs will primarily use consensus, but voting might be used as a default if it is apparent that consensus cannot be achieved at appropriate times in the process, as they see fit.

MEMBERSHIP:

The WPCPC will be composed of thirteen voting members and two alternate members and membership may be decreased by an even number of seats by a vote of the Select Board, so that an uneven number of seats remain in accordance with Town Charter, Section 6-2-5. As the appointing body, the Select Board will interview and appoint new prospective members. Reappointments will also require appointment by the Select Board. The Select Board will strive

to appoint and maintain a complement of members who collectively reflect the balanced and broad range of perspectives, experiences and demographics of Truro. Members may be from existing Truro boards and committees, as long as those boards and committees do not have official authority over components of the plan.

Although they are selected to help reflect and inform a set of experiences, expertise and demographics, members will serve as individuals, rather than as official liaisons or representatives to any particular group or issue. Collectively, the WPCPC to the best extent possible will reflect the multitudes of perspectives and points of view as well as the demographic composition of the Town of Truro.

All members will be expected to possess interest in the topics under consideration, as well as to demonstrate commitment to working collaboratively and productively on behalf of the WPCPC's objectives. All individuals on the WPCPC should demonstrate the willingness and capacity to engage in respectful and constructive dialogue with other participants, maintain an open mind, and seek creative options that respond to the interests of other participants and stay focused on what is best for the Town of Truro and not their own particular interests.

The WPCPC will be an official Town body, and all members will be subject to state and Town regulations governing such Town bodies, including conflicts of interest law and the Open Meeting Law.

The WPCPC may request, and the Select Board may appoint, liaisons, from the Select Board or from other entities, in accordance with Policy 34: Selectmen Liaison Policy. Liaisons will serve as a conduit of information and a point of contact to and from their respective board and will not have voting authority on the WPCPC.

STAFFING AND RESOURCES:

The Town Manager will determine appropriate staffing for the WPCPC. Town of Truro staff and departments will serve as technical advisors to the WPCPC, as needed and requested by the participants, through the Town Manager. Technical advisors will help members and the public understand 1) existing site conditions and opportunities/constraints on development, 2) the planning, legal, regulatory, financial, economic, and natural resource implications of options being explored for use of the property, and 3) any other information needs requested by the WPCPC within the expertise of town staff or contracted consultants.

To the extent the WPCPC determines a need for information outside of the available or acceptable expertise of town staff, they can request it. If funding for such advice is needed, the WPCPC can request support through their committee chair(s) from the Select Board in coordination with the Town Manager to enlist additional expertise.

Kristen Reed

Kristen Reed, Chair

Robert Weinstein

Robert Weinstein, Vice-Chair

John K. Dundas

John Dundas, Clerk

Stephanie Rein

Stephanie Rein

Susan Areson

Susan Areson

Truro Select Board



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

Walsh Property Community Planning Committee Charge

Adopted: October 26, 2021, Revised September 27, 2022, December 6, 2022

In accordance with the Truro Town Charter, Section 6-4-4, and Article 11 of the April 30, 2019 Annual Town Meeting, the Select Board hereby establishes the Walsh Property Community Planning Committee as an ad-hoc committee.

PURPOSE:

At the Annual Town Meeting in April 2019, and ratified by ballot in May 2019, the people of Truro authorized the purchase of the Walsh property for the Town of Truro, to be used for general municipal purposes. The article further authorized and directed the Select Board to create a committee, to include citizen representatives from diverse sectors of the community to lead a community wide process, beginning in June 2019, to engage a wide range of Truro residents in developing plans for the use of the property to be presented at a future town meeting for approval.

APPROACH:

The purpose of the Walsh Property Community Planning Committee (WPCPC) is to guide the development of plans for the use of the Walsh property. The WPCPC's mandate is:

- a) to embody, engage and include the full range of perspectives (needs, interests and concerns, as well as geographic and demographic groups) of the Town of Truro.
- b) to undertake, analyze and synthesize public input and widespread outreach to maximize involvement, understanding and support for the resulting plan and its implementation.
- c) drawing on active public input and engagement as well as data that describes the current and future needs of the Town and region, the WPCPC will develop and evaluate a range of options, and ultimately prepare a plan for the use(s) of the property to be presented to Town Meeting.

The Chairs will primarily use consensus, but voting might be used as a default if it is apparent that consensus cannot be achieved at appropriate times in the process, as they see fit.

MEMBERSHIP:

The WPCPC will be composed of ~~thirteen~~ eleven voting members and two alternate members and membership may be decreased by an even number of seats by a vote of the Select Board, so that an uneven number of seats remain in accordance with Town Charter, Section 6-2-5. As the appointing body, the Select Board will interview and appoint new prospective members. Reappointments will also require appointment by the Select Board. The Select Board will strive

to appoint and maintain a complement of members who collectively reflect the balanced and broad range of perspectives, experiences and demographics of Truro. Members may be from existing Truro boards and committees, as long as those boards and committees do not have official authority over components of the plan.

Although they are selected to help reflect and inform a set of experiences, expertise and demographics, members will serve as individuals, rather than as official liaisons or representatives to any particular group or issue. Collectively, the WPCPC to the best extent possible will reflect the multitudes of perspectives and points of view as well as the demographic composition of the Town of Truro.

All members will be expected to possess interest in the topics under consideration, as well as to demonstrate commitment to working collaboratively and productively on behalf of the WPCPC's objectives. All individuals on the WPCPC should demonstrate the willingness and capacity to engage in respectful and constructive dialogue with other participants, maintain an open mind, and seek creative options that respond to the interests of other participants and stay focused on what is best for the Town of Truro and not their own particular interests.

The WPCPC will be an official Town body, and all members will be subject to state and Town regulations governing such Town bodies, including conflicts of interest law and the Open Meeting Law.

The WPCPC may request, and the Select Board may appoint, liaisons, from the Select Board or from other entities, in accordance with Policy 34: Selectmen Liaison Policy. Liaisons will serve as a conduit of information and a point of contact to and from their respective board and will not have voting authority on the WPCPC.

STAFFING AND RESOURCES:

The Town Manager will determine appropriate staffing for the WPCPC. Town of Truro staff and departments will serve as technical advisors to the WPCPC, as needed and requested by the participants, through the Town Manager. Technical advisors will help members and the public understand 1) existing site conditions and opportunities/constraints on development, 2) the planning, legal, regulatory, financial, economic, and natural resource implications of options being explored for use of the property, and 3) any other information needs requested by the WPCPC within the expertise of town staff or contracted consultants.

To the extent the WPCPC determines a need for information outside of the available or acceptable expertise of town staff, they can request it. If funding for such advice is needed, the WPCPC can request support through their committee chair(s) from the Select Board in coordination with the Town Manager to enlist additional expertise.

Kristen Reed, Chair

Robert Weinstein, Vice-Chair

John Dundas, Clerk

Stephanie Rein

Susan Areson

Truro Select Board



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

Walsh Property Community Planning Committee Charge

Adopted: October 26, 2021, Revised September 27, 2022, December 6, 2022

In accordance with the Truro Town Charter, Section 6-4-4, and Article 11 of the April 30, 2019 Annual Town Meeting, the Select Board hereby establishes the Walsh Property Community Planning Committee as an ad-hoc committee.

PURPOSE:

At the Annual Town Meeting in April 2019, and ratified by ballot in May 2019, the people of Truro authorized the purchase of the Walsh property for the Town of Truro, to be used for general municipal purposes. The article further authorized and directed the Select Board to create a committee, to include citizen representatives from diverse sectors of the community to lead a community wide process, beginning in June 2019, to engage a wide range of Truro residents in developing plans for the use of the property to be presented at a future town meeting for approval.

APPROACH:

The purpose of the Walsh Property Community Planning Committee (WPCPC) is to guide the development of plans for the use of the Walsh property. The WPCPC's mandate is:

- a) to embody, engage and include the full range of perspectives (needs, interests and concerns, as well as geographic and demographic groups) of the Town of Truro.
- b) to undertake, analyze and synthesize public input and widespread outreach to maximize involvement, understanding and support for the resulting plan and its implementation.
- c) drawing on active public input and engagement as well as data that describes the current and future needs of the Town and region, the WPCPC will develop and evaluate a range of options, and ultimately prepare a plan for the use(s) of the property to be presented to Town Meeting.

The Chairs will primarily use consensus, but voting might be used as a default if it is apparent that consensus cannot be achieved at appropriate times in the process, as they see fit.

MEMBERSHIP:

The WPCPC will be composed of thirteen voting members ~~and two alternates members~~ and membership may be decreased by an even number of seats by a vote of the Select Board, so that an uneven number of seats remain in accordance with Town Charter, Section 6-2-5. As the appointing body, the Select Board will interview and appoint new prospective members. Reappointments will also require appointment by the Select Board. The Select Board will strive

to appoint and maintain a complement of members who collectively reflect the balanced and broad range of perspectives, experiences and demographics of Truro. Members may be from existing Truro boards and committees, as long as those boards and committees do not have official authority over components of the plan.

Although they are selected to help reflect and inform a set of experiences, expertise and demographics, members will serve as individuals, rather than as official liaisons or representatives to any particular group or issue. Collectively, the WPCPC to the best extent possible will reflect the multitudes of perspectives and points of view as well as the demographic composition of the Town of Truro.

All members will be expected to possess interest in the topics under consideration, as well as to demonstrate commitment to working collaboratively and productively on behalf of the WPCPC's objectives. All individuals on the WPCPC should demonstrate the willingness and capacity to engage in respectful and constructive dialogue with other participants, maintain an open mind, and seek creative options that respond to the interests of other participants and stay focused on what is best for the Town of Truro and not their own particular interests.

The WPCPC will be an official Town body, and all members will be subject to state and Town regulations governing such Town bodies, including conflicts of interest law and the Open Meeting Law.

The WPCPC may request, and the Select Board may appoint, liaisons, from the Select Board or from other entities, in accordance with Policy 34: Selectmen Liaison Policy. Liaisons will serve as a conduit of information and a point of contact to and from their respective board and will not have voting authority on the WPCPC.

STAFFING AND RESOURCES:

The Town Manager will determine appropriate staffing for the WPCPC. Town of Truro staff and departments will serve as technical advisors to the WPCPC, as needed and requested by the participants, through the Town Manager. Technical advisors will help members and the public understand 1) existing site conditions and opportunities/constraints on development, 2) the planning, legal, regulatory, financial, economic, and natural resource implications of options being explored for use of the property, and 3) any other information needs requested by the WPCPC within the expertise of town staff or contracted consultants.

To the extent the WPCPC determines a need for information outside of the available or acceptable expertise of town staff, they can request it. If funding for such advice is needed, the WPCPC can request support through their committee chair(s) from the Select Board in coordination with the Town Manager to enlist additional expertise.

Kristen Reed, Chair

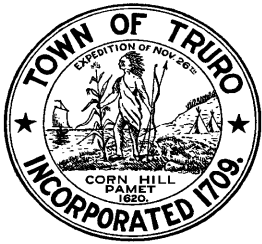
Robert Weinstein, Vice-Chair

John Dundas, Clerk

Stephanie Rein

Susan Areson

Truro Select Board



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Administration

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 6, 2022

ITEM: Application for Entertainment License and Application for One-Day Pouring License

EXPLANATION: Truro Center for the Arts at Castle Hill is holding a fundraiser/community celebration on Friday, December 16, 2022, from 6:00-9:00pm. They have submitted an application for both licenses. All required forms are in order and the Police Chief has signed off on both.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: Truro Center for the Arts at Castle Hill will not be able to have entertainment or alcohol at their fundraiser.

SUGGESTED ACTION: *Motion to approve the Entertainment License and One-Day Pouring License to Truro Center for the Arts at Castle Hill for Friday, December 16, 2022.*

ATTACHMENTS:

1. Application for Entertainment License
2. Application for One Day Pouring License

If the event is catered please return Caterer Food Service Form to Health Agent at Fax # 508.349.5508

Will an admission fee be collected? Yes No

Will there be a One Day Alcohol License Yes No

If yes; you must also apply for a One Day Alcohol License

Will there be Police Traffic Control? Yes No

ENTERTAINMENT INFORMATION

Type of Entertainment: Please check the appropriate boxes.

Dancing: By Patron By Entertainers No Dancing

Music: Recorded Juke Box Live No Music

Number of Musicians & Instruments (Type) _____

Amplified System: Yes No

Shows: Theater Movies Floor Show Light Show
 No Show

Other: Video Games Pool/Billiard Tables (Please indicate quantity) _____

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable regulations of the Town of Truro.

Opalea Kapilo

11/22/22

Signature

Date

- A valid entertainment license must be on the premises before the entertainment is commenced.
• No entertainment shall be offered, conducted, or otherwise provided by any establishment licensed under MGL Chapter 140 without first obtaining an entertainment license from the Select Board.
• Sunday entertainment must be specifically requested and addressed in the permitting process, under MGL 136.
• These regulations are intended to allow the Select Board to determine the appropriate parameters to limit impacts to the neighbors of the establishment and to the community by the establishment and the entertainment provided therein.
• A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
• The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

Fee \$50.00

APPROVAL

License No _____

Select Board _____ Meeting Date _____

Police Department _____ Date 11/29/2022

Restrictions/Conditions attached to the license by the Select Board or its Delegate: _____



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Licensing Department

PH: 508-349-7004, Ext. 110 or 124 Fax: 508-349-5505

Email: ntudor@truro-ma.gov or nscoullar@truro-ma.gov

RCVD 2022NOV23 AM 10:14

Application for a One Day Pouring License

MGL Chapter 138, Section 14 Special Licenses

ADMINISTRATIVE OFFICE
TOWN OF TRURO

The Local Licensing Authorities of TRURO pursuant to the provisions of Chapter 138 § 14 issuance of a **special one-day pouring license** as described herein.

BUSINESS/ORGANIZATION INFORMATION

Manisa Picaniello

Name of Applicant

TRURO CENTER FOR THE ARTS

Business/Organization Name

PO BOX 756, Truro, MA, 02666

Mailing Address of Business/Organization

Non-profit or For-profit Entity

Yes No

If yes, proof of Non-Profit Status **must** accompany this application

Manisa

Contact Person

508-349-7511

Phone Number

manisa@castlehill.org

Email

INDIVIDUAL APPLICANT INFORMATION

Individual's Name

Mailing Address

Phone Number

Email Address

EVENT INFORMATION

December 16, 2022

Date(s) of Event for License to be issued

fundraiser, community celebration

Purpose of Event (example: fundraiser, etc.)

Hours of Alcoholic Beverages sales, service and/or Consumption (from - to) 6pm - 9pm

10 meetinghouse Road, Truro

Event Location (Must provide facility name, if any, street number and name)

Truro Center for the Arts

Property Owner Name and Address

508-349-7511

Phone number

Name of Caterer (if applicable)

50
Approximate number of people attending

Is the event open to the general public Yes

No

Will there be Entertainment Yes No If Yes, Type of Entertainment DJ / music
Will there be Police Detail Yes No

Purchase & Service

License is for the Sale of:

- All Alcohol Beverages (\$75.00)
- Wines Only (\$50.00)
- Wines & Malt beverages Only (\$50.00)
- Malt Beverages Only (\$50.00)

What is the source of the alcohol for the event (where is it being purchased*) Devil's Pulse Brewery + Truro Vineyard's
*If Wine is being donated see ABCC - Charity Wine Fundraising Application at <http://www.mass.gov/abcc/spec-lic-perms.htm>

Who will be serving the Alcohol? Maria DiCarriello
TIPS CERTIFIED REQUIRED - SUBMIT COPY OF CERTIFICATION WITH APPLICATION

Massachusetts Alcohol Beverage Control Commission (ABCC) has a 3-page list of "authorized sources" for the purchase of Alcohol used in conjunction with a temporary pouring license. The list includes alcohol wholesalers, farm brewers, manufacturers and direct shippers only. At this time, package stores and liquor stores are not considered "authorized sources" for use with a temporary pouring license.

Applicant's Signature

I certify under the pains and penalties of perjury that the above information is true and that I will comply with all applicable Alcohol Control Laws of the State of Massachusetts and policies and regulations of the Town of Truro.

Maria DiCarriello
Signature

11/22/22
Date

- Licenses are issued to persons who are at least 21 years of age.
- All Massachusetts Municipalities are required to send copies of temporary pouring licenses issued by the Town to the ABCC in Boston.
- Liquor Liability Insurance Certificate is required and must list the Town of Truro as the "certificate holder" in the lower left corner of the certificate form.
- A copy of the required Fire Safety Inspection Certificate of the facility must be provided, if applicable.
- The Local Licensing Authority may impose restrictions and/or conditions.

Office Use Only

APPROVAL

Select Board [Signature] Meeting Date _____

Police Department [Signature] Date 11/29/2022

Restrictions/Conditions attached to the license by the Select Board or its Delegate: _____

Congratulations!

You have successfully completed the ServSafe® Training and Certificate Program. This is your official ServSafe Alcohol Certificate Card and provides confirmation that you have studied, and are knowledgeable about, how to serve alcohol responsibly.

Thank you for participating in the ServSafe Alcohol program. Responsible alcohol service begins with the choices you make, and ServSafe Alcohol training will help you make the right decision when the moment arises.

By completing the ServSafe Alcohol program, you show your dedication to safe and responsible alcohol service. The ServSafe Alcohol program and the National Restaurant Association are dedicated to helping you continue to raise the bar on alcohol safety.

To learn more about our full suite of responsible alcohol service training products, contact your State Restaurant Association, your distributor or visit us at ServSafe.com.

We value your dedication to responsible alcohol service and applaud you for making the commitment to keep your operation, your customers and your community safe.

Sincerely,



Sherman Brown

Executive Vice President, National Restaurant Association Solutions



ID # 16452821
CARD # 22280400

ServSafe Alcohol® CERTIFICATE

MARISA PICARIELLO

NAME

6/23/2022

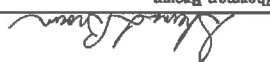
DATE OF EXAMINATION

Card expires three years from the date of examination. Local laws apply.



©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association. 17110001 v.1711

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



This certificate confirms completion of the ServSafe Alcohol® responsible alcohol service program.

In Alaska you must laminate your card for it to be valid.



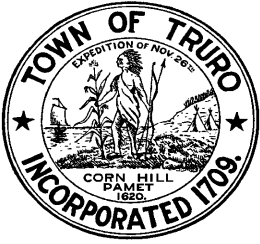
233 South Wacker Drive
Suite 3600
Chicago, IL 60606-6393
1-800-SERVSAFE
312-715-1010 in the Chicago area
ServSafe.com

©2017 National Restaurant Association Educational Foundation (NRAEF). All rights reserved. ServSafe® and the ServSafe logo are trademarks of the NRAEF. National Restaurant Association® and the arc design are trademarks of the National Restaurant Association. 17110001 v.1711



Recycled Paper

100% Recycled Paper



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Finance

REQUESTOR: Alex Marini Lessin, Finance Director

REQUESTED MEETING DATE: December 6, 2022

ITEM: 1QFY2023 Budget-to-Actual Expenditures

EXPLANATION: Submitting first quarter summary of general fund budget-to-actual expenditures for fiscal 2023. Overall, Town expenditures are in line with expected spending as of September 30. The Information Technology budget, which shows 52.8% used, reflects renewal of annual software services that are charged at the beginning of the year. In the same way, the annual Assessment for Barnstable County Retirement, as well as premiums for Liability and Worker's Compensation Insurance, are due in July.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED: N/A

SUGGESTED ACTION: No action needed. For informational purposes only.

ATTACHMENTS:

1. Budget to Actual expense summary first quarter fiscal year 2023.

11/15/2022 12:21 | TOWN OF TRURO
 9628tbra | 1 QTR FY23 BUDGET TO ACTUAL EXPENSE

| P 1
 | g|lytdbud

FOR 2023 03

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0000 UNASSIGNED	.00	950,000.00	950,000.00	950,000.00	.00	.00	100.0%
0122 SELECT BOARD	60,745.00	212,500.00	273,245.00	46,462.60	.00	226,782.40	17.0%
0129 TOWN MANAGER	554,003.00	.00	554,003.00	136,799.25	.00	417,203.75	24.7%
0131 FINANCE AND ADVISORY COMMI	140.00	.00	140.00	138.00	.00	2.00	98.6%
0133 OPERATING CAPITAL ACCOUNT	380,700.00	.00	380,700.00	42,291.27	.00	338,408.73	11.1%
0135 TOWN ACCOUNTANT	166,748.00	.00	166,748.00	38,264.72	.00	128,483.28	22.9%
0141 ASSESSING DEPARTMENT	220,456.00	.00	220,456.00	67,059.91	.00	153,396.09	30.4%
0145 FINANCE DIRECTOR/TREAS/COL	322,275.00	.00	322,275.00	63,496.11	.00	258,778.89	19.7%
0151 TOWN COUNSEL	162,536.00	.00	162,536.00	10,120.96	.00	152,415.04	6.2%
0155 INFORMATION TECHNOLOGY	291,846.30	.00	291,846.30	154,070.18	.00	137,776.12	52.8%
0161 TOWN CLERK	116,352.00	.00	116,352.00	31,580.61	.00	84,771.39	27.1%
0162 ELEC AND BOARD OF REGISTRA	10,919.00	.00	10,919.00	1,763.51	.00	9,155.49	16.2%
0168 CABLE TV & INTERNET ADV CO	101,000.00	.00	101,000.00	21,291.65	.00	79,708.35	21.1%
0175 PLANNING DEPARTMENT	138,663.77	.00	138,663.77	32,312.97	.00	106,350.80	23.3%
0176 ZONING BOARD OF APPEALS	1,000.00	.00	1,000.00	320.00	.00	680.00	32.0%
0192 TOWN HALL OPERATING ACCOUN	61,900.00	.00	61,900.00	7,666.20	.00	54,233.80	12.4%
0197 ALLOCATED COMMUNICATION DE	29,600.00	.00	29,600.00	7,226.82	.00	22,373.18	24.4%
0198 ALLOCATED ENERGY DEPT	157,625.00	.00	157,625.00	46,726.28	.00	110,898.72	29.6%
0199 MUNICIPAL POSTAGE	14,400.00	.00	14,400.00	2,422.53	.00	11,977.47	16.8%
0210 POLICE DEPARTMENT	2,058,298.00	.00	2,058,298.00	475,482.88	.00	1,582,815.12	23.1%
0219 PARKING MAGISTRATE	5,520.00	.00	5,520.00	1,485.68	.00	4,034.32	26.9%
0220 FIRE DEPARTMENT	1,140,369.00	.00	1,140,369.00	283,494.54	.00	856,874.46	24.9%
0231 LC AMBULANCE ASSOC	436,339.00	.00	436,339.00	109,097.00	.00	327,242.00	25.0%
0232 CAPE AND ISLANDS EMS SYSTE	1,750.00	.00	1,750.00	1,400.00	.00	350.00	80.0%
0241 BUILDING & INSPECTIONS DEP	123,401.56	.00	123,401.56	21,363.13	.00	102,038.43	17.3%
0291 TRURO EMERGENCY MGMT AGENC	6,000.00	.00	6,000.00	1,295.00	.00	4,705.00	21.6%
0300 PUBLIC SCHOOLS	3,886,589.40	.00	3,886,589.40	554,212.76	.00	3,332,376.64	14.3%
0316 CCRTHS ASSESSMENT	266,426.00	.00	266,426.00	56,681.00	.00	209,745.00	21.3%
0400 DEPARTMENT OF PUBLIC WORKS	646,516.40	.00	646,516.40	152,575.95	.00	493,940.45	23.6%
0430 TRANSFER STATION/DISPOSAL	541,551.00	.00	541,551.00	142,101.64	.00	399,449.36	26.2%
0470 PUBLIC BUILDING MAINTENANC	396,814.00	.00	396,814.00	80,127.08	.00	316,686.92	20.2%
0491 TOWN CEMETERIES	30,000.00	.00	30,000.00	4,793.14	.00	25,206.86	16.0%
0492 SOLDIERS AND SAILORS LOTS	3,000.00	.00	3,000.00	720.00	.00	2,280.00	24.0%
0499 CAPE COD GREENHEAD FLY CON	1,500.00	.00	1,500.00	1,500.00	.00	.00	100.0%
0511 HEALTH DEPARTMENT	343,385.00	.00	343,385.00	76,771.92	.00	266,613.08	22.4%
0541 SENIOR/COMMUNITY SERVICES	244,616.00	.00	244,616.00	35,684.93	.00	208,931.07	14.6%
0543 VETERAN'S SERVICES	37,500.20	.00	37,500.20	20,244.39	.00	17,255.81	54.0%
0610 TRURO PUBLIC LIBRARY	432,587.00	.00	432,587.00	104,814.21	.00	327,772.79	24.2%
0630 RECREATION DEPARTMENT	475,940.00	.00	475,940.00	192,997.22	.00	282,942.78	40.6%
0661 PAMET HARBOR OPERATIONS	125,217.00	.00	125,217.00	42,414.98	.00	82,802.02	33.9%
0751 LONG TERM INTEREST/SERVICE	363,334.00	.00	363,334.00	156,616.38	.00	206,717.62	43.1%
0911 COUNTY RETIREMENT ASSESME	1,357,966.00	.00	1,357,966.00	1,357,966.00	.00	.00	100.0%
0912 WORKERS COMPENSATION	78,000.00	.00	78,000.00	61,324.50	.00	16,675.50	78.6%
0913 UNEMPLOYMENT INSURANCE	63,500.00	.00	63,500.00	677.00	.00	62,823.00	1.1%

FOR 2023 03

0914	GROUP HEALTH INS TOWN SHARE	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
0914	GROUP HEALTH INS TOWN SHAR	1,564,959.00	.00	1,564,959.00	369,959.05	.00	1,194,999.95	23.6%
0915	GROUP LIFE INS TOWN SHARE	2,150.00	.00	2,150.00	316.78	.00	1,833.22	14.7%
0916	FICA MEDICARE	154,019.00	.00	154,019.00	37,218.65	.00	116,800.35	24.2%
0945	MUNICIPAL LIABILITY INSURA	235,000.00	.00	235,000.00	202,170.50	.00	32,829.50	86.0%
	GRAND TOTAL	17,813,156.63	1,162,500.00	18,975,656.63	6,205,519.88	.00	12,770,136.75	32.7%

** END OF REPORT - Generated by Trudi Brazil **

REPORT OPTIONS

	Field #	Total	Page	Break
Sequence 1	3	Y	N	
Sequence 2	0	N	N	
Sequence 3	0	N	N	
Sequence 4	0	N	N	

Report title:
 1 QTR FY23 BUDGET TO ACTUAL EXPENSE

Includes accounts exceeding 1% of budget.

Print totals only: Y
 Print Full or Short description: F
 Print full GL account: N
 Format type: 2
 Double space: N
 Suppress zero bal accts: Y
 Include requisition amount: N
 Print Revenues-Version headings: N
 Print revenue as credit: Y
 Print revenue budgets as zero: N
 Include Fund Balance: N
 Print journal detail: N
 From Yr/Per: 2018/10
 To Yr/Per: 2018/10
 Include budget entries: Y
 Incl encumb/liq entries: Y
 Sort by JE # or PO #: J
 Detail format option: 1
 Include additional JE comments: N
 Multiyear view: F
 Amounts/totals exceed 999 million dollars: N

Year/Period: 2023/ 3
 Print MTD Version: N
 Roll projects to object: N
 Carry forward code: 1

Find Criteria

Field Name	Field Value
Fund	0100
Function	
Department	
DOE Program	
DOE Object	
Fiscal Year	
Sch Pro/Gran	
Sch Bldg	
Character Code	
Org	
Object	5*
Account type	Expense
Account status	

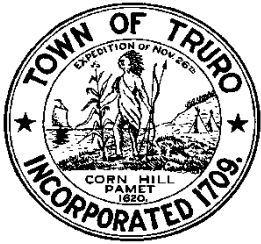
11/15/2022 12:21
9628tbra

|TOWN OF TRURO
|1 QTR FY23 BUDGET TO ACTUAL EXPENSE

|P 4
|g1ytdbud

REPORT OPTIONS

Rollup Code



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Licensing Department

REQUESTOR: Noelle Scoullar, Executive Assistant

REQUESTED MEETING DATE: December 14, 2021

ITEM: Approval of Renewal of Business License:
Lodging License-Gingerbread House-42 Depot Road

EXPLANATION: The Gingerbread House Lodging License and Montano's Restaurant Common Victualer License is under the authority of the Select Board as the Local Licensing Authority.

If you approve this license for renewal, the license will be issued only upon compliance with all regulations, receipt of the necessary fees, and proof of taxes paid in full for the fiscal year. There are no Board of Health Licenses issued to the Gingerbread House. The Food Service License for Montano's was issued by the Health Agent. There were no reported issues with these establishments in 2022.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 23	Lodging House License	Gingerbread House
Chapter 140 § 2	Common Victualer (Cooking, Preparing and Serving food)	Montano's

IMPACT IF NOT APPROVED: The applicants will not be issued their Licenses to operate.

SUGGESTED ACTION: *MOTION TO approve the 2023 annual Lodging House License for the Gingerbread House and the annual Common Victualer License for Montano's Restaurant upon compliance with all regulations and receipt of the necessary fees.*

ATTACHMENTS:

1. Renewal Application for 2023: Gingerbread House
2. Renewal Application for 2023: Montano's Restaurant



TOWN OF TRURO

PO Box 2030, Truro MA 02666

Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

PAID

CH# 1065
11.9.2022
MS

LICENSE APPLICATION: Condominiums, Cottage Colonies, Motels, Campgrounds, Lodging, Gas Station/Retail Service, Transient Vendor

Section 1 – LICENSE TYPE

Please check the appropriate box the best describes the license type(s).

RCVD 2022NOV9 04313

- New
- Renewal/No Changes (Skip to Section 3)

ADMINISTRATIVE OFFICE
TOWN OF TRURO

FACILITY:

Motel-\$50 Cottage Colony-\$50 Condominium-\$50 # Units _____ Lodging-\$50

Transient Vendor-\$75 _____ Campground-\$50 _____ Gas Station*-\$25

*Gas Station-\$25 (Please submit your Service Station Compliance Form & Third Part Underground Storage Tank Inspection Report (FP 289))

Section 2 – BUSINESS INFORMATION

Federal Employers Identification Number (FEIN/SS) _____

The Gingerbread House T6H 42 Depot Road d.K.
Print Name of Applicant Business Name

Jane Ray
Owner Name

42 Depot Road Truro, MA P.O. Box 266 Truro MA
Street Address of Business Mailing Address of Business 02666

Business E-Mail Address gingerbreadhouse@truro.comcast.net

Section 3-HOURS OF OPERATION

Annual Seasonal Opening Date: _____ Closing Date: _____

Days of the Week Open: 7 days a week

Check if New Manager (if checked, MUST submit Application to Name a Manager)

Section 4-MANAGER INFORMATION

Name of Onsite Manager:

Name: Jane T. Ray Unit Number: _____

Mailing Address: P.O. Box 366

Phone: (24 Hour Contact): _____

Email Address: gingerbreadhouse4410@comcast.net

Jane T. Ray
Manager's Signature (REQUIRED)

Name of Offsite Manager:

Name: same as above Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Manager's Signature (REQUIRED)

Name of Co- Manager:

Name: same as above Business Name: _____

Business Address: _____

Phone: (24 Hour Contact): _____ Email Address: _____

Co-Manager's Signature (REQUIRED)

Section 5 – ATTESTATION

Pursuant to M.G. L. Ch. 62C, sec. 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid all local state taxes required under law and the information I have provided is true and accurate. Any misstatement in this application, or violation of state or applicable town bylaws or regulations, shall be considered sufficient cause for refusal, suspension or revocation of the license.

Jane T. Ray
Signature of Applicant

Jane T. Ray
Print Name

11/4/22
Date

Additional Applications & Documentation

REQUIRED FOR ALL MOTELS, COTTAGE COLONIES, CONDOMINIUMS & CAMPGROUNDS

- Smoke detector/CO detector/fire protection certification
- IF YOU HAVE EMPLOYEES- Workers Compensation Affidavit & Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES- Workers Compensation Affidavit

ADDITIONAL (SEPARATE) APPLICATIONS THAT MAY PERTAIN TO YOUR OPERATION

- Application for Pool or Hot Tub Permit
- Application to Name a Manager
- Entertainment License
- Application to sell Tobacco
- Application for Food Service Permit
- Business certificate with the clerk's office on file TTH
- Septic System Inspection Report (submitted every 3 years) on file TTH.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 Office of Investigations
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

FD-1000 (11/11)

Workers' Compensation Insurance Affidavit: General Businesses

Applicant Information

Please Print Legibly

Business/Organization Name: T & H 42 Depot Road, LLC

Address: 42 Depot Road

City/State/Zip: Truro MA 02666 Phone #: _____

Are you an employer? Check the appropriate box:

- 1. I am an employer with _____ employees (full and/or part-time).*
- 2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
- 3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required]**
- 4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

- 5. Retail
- 6. Restaurant/Bar/Eating Establishment
- 7. Office and/or Sales (incl. real estate, auto, etc.)
- 8. Non-profit
- 9. Entertainment
- 10. Manufacturing
- 11. Health Care
- 12. Other _____

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: Liberty Mutual Ins.

Insurer's Address: PO. Box 704000

City/State/Zip: Salt Lake City UT 84170 - 4000

Policy # or Self-ins. Lic. # _____ Expiration Date: 7/28/23

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify, under the pains and penalties of perjury that the information provided above is true and correct.

Signature: [Signature] Date: 11/11/22

Phone #: _____

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____ Permit/License # _____

Issuing Authority (circle one):

- 1. Board of Health
- 2. Building Department
- 3. City/Town Clerk
- 4. Licensing Board
- 5. Selectmen's Office
- 6. Other _____

Contact Person: _____ Phone #: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/07/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: HART INSURANCE AGENCY, INC. 243 MAIN STREET PO BOX 700 BUZZARDS BAY, MA 025320700	CONTACT NAME: Erica H. O'Connor	FAX (A/C. No.):	
	PHONE (A/C. No., Ext.):	EMAIL ADDRESS: eoconnor@hartinsuranceagency.com	
INSURED TGH 42 Depot Road LLC Jane Ray PO Box 266 Truro, MA 02666	INSURER(S) AFFORDING COVERAGE		NATC #
	INSURER A: LIBERTY MUTUAL INSURANCE CO		23043
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	AGGL. SUBR. (IND. / Y/N)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ MED EXP (Any em. person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Per accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			07/28/2022	07/28/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Fax 508-349-5508 TOWN OF TRURO PO BOX 2012 TRURO, MA 02666	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

TAX STATUS REQUEST FOR LICENSING

Date 11/7/2022

Request is coming from the Selectmen's Office

Owner's Name JANE RAY

Business Name Gingerbread House

Business Address 42 Depot Rd.

Map and Parcel 50-99

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.


Tax Collector's Signature

11/07/2022
Date



FS# 2023-008



Town of Truro Board of Health

24 Town Hall Road, P.O. Box 2030, Truro, MA 02666
Tel: 508-349-7004, Extension: 131 Fax: 508-349-5508
Email: lbudnick@truro-ma.gov or nrichey@truro-ma.gov

HEALTH DEPARTMENT TOWN OF TRURO

NOV 14 2022

RECEIVED BY 32-31

APPLICATION FOR FOOD SERVICE - COMMON VICTUALER

Name of Business: MONTANO'S RESTAURANT

[] New [X] Renewal/No Changes (Skip to Section 3)

RCVD 2022NOV29 PM12:22 ADMINISTRATIVE OFFICE TOWN OF TRURO

Section 1 - License Type

Type of License: [] Food Service [X] Common Victualer (\$50)

Type of Food Service Establishment:

- [X] Food Service (restaurant or take out) \$75
[] Retail Food (commercially prepared foods) \$15
[] Residential Kitchen \$25
[] Bed & Breakfast w/Continental Breakfast
[] Catering \$50
[] Manufacturer of Ice Cream/Frozen Dessert \$10
[] Bakery \$10

Section 2 - Business/Owner/Manger Information

Federal Employers Identification Number (FEIN/SS) _____

Business Name: _____

Owner Name: _____ Email Address: _____

Mailing Address: _____

Phone No: _____

Section 3 - Business Operation Details

Number of Seats: Inside: 180 Outside: _____ Number of Employees: _____

Length of Permit: [X] Annual [] Seasonal Operation

Hours of Operation: 4:30 To 10:00 PM

Days Closed Excluding Holidays: _____

If Seasonal: Approximate Dates of Operation: ____/____/____ To ____/____/____

Person Directly Responsible for Daily Operations: (Owner, Person in Charge, Supervisor, Manager)

Name: BOB Montano Email Address: _____

Mailing Address: P.O. Box 218 02652

Phone No: _____ 24 Hour Emergency: _____

Certified Food Manager(s) (attach copy): (at least 1 full-time equivalent PER SHIFT required)

BOB MONTANO ZANA WEBER

Allergen Awareness Certification (attach copy):

BOB MONTANO

Has your menu changed from last year? Yes No

If yes please attach copy of menu or provide description of food to be prepared and sold:

Section 4 - Attestation

Attestation

I, the undersigned, attest to the accuracy of the information provided in this application and further agree to allow the regulatory authority access to the food service establishment as specified under § 8-402.11. I affirm that the food establishment operation will comply with 105 CMR 590.000, Truro Board of Health Regulation Section X, Food Service Regulations and all other applicable laws. Pursuant to MGL Ch. 62C § 49A, I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all state tax returns and paid state and local taxes required by law.

Signature of Applicant:

Date: 11/15/22

Application Checklist:

- Food Service Permit Application
- Smoke Detector/Fire Protection Certification
- Workers Compensation Affidavit/Certificate of Insurance
- Copy of Inspection of Kitchen Equipment: Commercial Hood and Ventilation System Report
- Copy of Service report of mechanical washing equipment (Dishwasher)
- Copy of ServSafe Certification and Allergy Awareness
- Copy of Choke Saver (for food service establishment w/seating capacity of 25 or more)

FOR HEALTH DEPARTMENT USE ONLY

Comments: _____

Review by _____

Date _____

TRURO FIRE DEPARTMENT

344 ROUTE 6
POST OFFICE BOX 2013
TRURO, MASSACHUSETTS 02666

TIMOTHY COLLINS
CHIEF

PHONE: (508) 487-7548
FAX: (508) 487-6808

NOVEMBER 15, 2022

FIRE ALARM TEST REPORT

BUSINESS NAME: MONTANO'S RESTAURANT
OWNER/MANAGER: BOB MONTANO
ADDRESS: 481 ROUTE 6
PHONE #:
NUMBER OF UNITS: RESTAURANT; 1 APARTMENT
CONTACT PERSON: SAME
ADDRESS: SAME
PHONE #: SAME

ALARM TESTING COMPANY: LONG POINT ELECTRIC, INC
TESTING ELECTRICIAN/TECH: Michael Wisniewski
LICENSE #: 17239A
PHONE #: (508) 487-2056

THE FIRE ALARM SYSTEM AT THE ABOVE-MENTIONED BUSINESS ADDRESS WAS TESTED, AND ALL PARTS OF THE SYSTEM WERE FOUND TO BE, OR CORRECTED TO BE, FULLY OPERATIONAL.

COMMENTS:

DATE OF TEST: 11/15/22 BY: Michael Wisniewski

THIS REPORT MUST BE FILLED OUT PRIOR TO THE ISSUANCE OF, OR RENEWAL OF, A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.



The Commonwealth of Massachusetts
 Department of Industrial Accidents
 1 Congress Street, Suite 100
 Boston, MA 02114-2017
 www.mass.gov/dia

Workers' Compensation Insurance Affidavit: General Businesses.
 TO BE FILED WITH THE PERMITTING AUTHORITY.

Applicant Information

Please Print Legibly

Business/Organization Name: BADDOCS INC D/B/A MONTANO'S

Address: 481 Route 6

City/State/Zip: N. TRURO MA 02652 Phone # _____

Are you an employer? Check the appropriate box:

1. I am an employer with 19 employees (full and/or part-time).*
2. I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]
3. We are a corporation and its officers have exercised their right of exemption per c. 152, §1(4), and we have no employees. [No workers' comp. insurance required].*
4. We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]

Business Type (required):

5. Retail
6. Restaurant/Bar/Eating Establishment
7. Office and/or Sales (incl. real estate, auto, etc.)
8. Non-profit
9. Entertainment
10. Manufacturing
11. Health Care
12. Other

*Any applicant that checks box #1 must also fill out the section below showing their workers' compensation policy information.

**If the corporate officers have exempted themselves, but the corporation has other employees, a workers' compensation policy is required and such an organization should check box #1.

I am an employer that is providing workers' compensation insurance for my employees. Below is the policy information.

Insurance Company Name: MASS BAY INSURANCE COMPANY

Insurer's Address: 440 Lincoln Street

City/State/Zip: Worcester MA 01653

Policy # or Self-ins. Lic. # _____

Expiration Date: 05/22/2023

Attach a copy of the workers' compensation policy declaration page (showing the policy number and expiration date).

Failure to secure coverage as required under Section 25A of MGL c. 152 can lead to the imposition of criminal penalties of a fine up to \$1,500.00 and/or one-year imprisonment, as well as civil penalties in the form of a STOP WORK ORDER and a fine of up to \$250.00 a day against the violator. Be advised that a copy of this statement may be forwarded to the Office of Investigations of the DIA for insurance coverage verification.

I do hereby certify under the pains and penalties of perjury that the information provided above is true and correct.

Signature: _____

Date: 11/1/22

Phone #: 508 487 2026

Official use only. Do not write in this area, to be completed by city or town official.

City or Town: _____

Permit/License # _____

Issuing Authority (circle one):

1. Board of Health 2. Building Department 3. City/Town Clerk 4. Licensing Board 5. Selectmen's Office
 6. Other _____

Contact Person: _____

Phone #: _____



**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE POLICY
EXTENSION OF INFORMATION PAGE
RENEWAL OF WDE-A901414-05**

06

CARRIER CODE NO. 10006

Policy Number	From 05/22/2022	Policy Period To 05/22/2023	Coverage is Provided In the MASSACHUSETTS BAY INSURANCE COMPANY	Agency Code 1500973
---------------	--------------------	-----------------------------------	--	------------------------

ITEM 1. Named Insured and Address
BADDOCS INC
PO BOX 718
NORTH TRURO MA 02652

Agent Telephone: 401-847-5200
OCEANPOINT INS AGENCY, INC
500 W MAIN RD
MIDDLETOWN, RI 02842

Federal ID No.

Bureau File No.

000020933

POLICY
PAGE 3

** SCHEDULE OF OPERATIONS **

SCHEDULE
PAGE 1

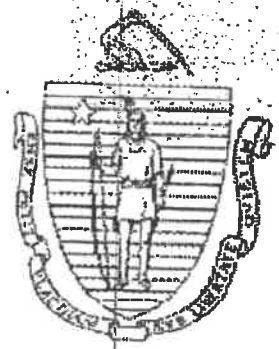
ITEM 4.		CLASSIFICATION OF OPERATIONS	EST TOT-ANN REMUNERATION	RATE PER\$100	EST ANNUAL PREMIUM	
ST	LOCT					Y
MA	001	9079	RESTAURANT-NOC	810,000	.92	\$7,452
			PREMIUM SUBJECT TO MODIFICATION			7,452
		9037	RATE DEVIATION, EFF 05/22/22, USING FACTOR		.970	224-
		9898	EXPERIENCE MOD, EFF 05/22/22, USING FACTOR		.940	434-
			TOTAL FOR MASSACHUSETTS			6,794
		0032	LOSS CONSTANT			0
			TOTAL SCHEDULE OF OPERATIONS PREMIUM			\$6,794
		9740	TERRORISM		.030	243
			MASSACHUSETTS DEPT OF INDUSTRIAL ACCIDENTS ASSESSMENT			\$293

HEALTH DEPARTMENT
TOWN OF TRURO

NOV 16 2022

RECEIVED BY:

**NOTICE
TO
EMPLOYEES**



**NOTICE
TO
EMPLOYEES**

The Commonwealth of Massachusetts

DEPARTMENT OF INDUSTRIAL ACCIDENTS
1 Congress Street, Suite 100, Boston, Massachusetts 02114-2017
617-727-4900 - <http://www.state.ma.us/dia>

As required by Massachusetts General Law, Chapter 152, Sections 21, 22 & 30, this will give you notice that I (we) have provided for payment to our injured employees under the above-mentioned chapter by insuring with:

MASSACHUSETTS BAY INSURANCE COMPANY

NAME OF INSURANCE COMPANY

440 Lincoln Street, Worcester MA, 01653

ADDRESS OF INSURANCE COMPANY

POLICY NUMBER

05/22/2022

**EFFECTIVE
DATES**

OCEANPOINT INS AGENCY, INC

500 W MAIN RD

401-847-5200

NAME OF INSURANCE AGENT

ADDRESS

PHONE

BADDOCS INC

PO BOX 718

EMPLOYER

ADDRESS

EMPLOYER'S WORKERS' COMPENSATION OFFICER (IF ANY)

DATE

MEDICAL TREATMENT

The above named insurer is required in cases of personal injuries arising out of and in the course of employment to furnish adequate and reasonable hospital and medical services in accordance with the provisions of the Worker's Compensation Act. A copy of the First Report of Injury must be given to the injured employee. The employee may select his or her own physician. The reasonable cost of the services provided by the treating physician will be paid by the insurer, if the treatment is necessary and reasonably connected to the work related injury. In cases requiring hospital attention, employees are hereby notified that the insurer has arranged for such attention at the

NAME OF HOSPITAL

ADDRESS

TO BE POSTED BY EMPLOYER

Frank A Vitale

5 Lynch Ln Harwich, MA 02645

508-430-2959 LIC # 000365

6/15/2022

Montano's Restaurant

481 US-6

N Truro, MA 02652

508-487-2026

#025

Services conducted:

CLEANED & INSPECTED OK

HOOD CLEANING STICKER IS AFFIXED

YES NO

DATE OF LAST HOOD CLEANING

DATE 6/15/2022

GREASE ACCUMULATION

HEAVY MODERATE LIGHT

FILTERS ARE INTACT

YES NO

FAN IS IN OPERATING ORDER

YES NO UNK

LIGHTING IN HOOD IS PROPERLY PROTECTED FROM DAMAGE

YES NO N/A UNK

[Signature]

Check here if Notice of Non-Compliance was issued to local Fire Department.

Date sent to Fire Department _____

Attach copy of Notice of Non-Compliance

Note: A copy of this report shall be kept by both the Service Company and the customer for a period of 3 years. Such records shall be open for the inspection of the Local Fire Department during regular business hours of operation.

ServSafe
NATIONAL RESTAURANT ASSOCIATION

ServSafe® CERTIFICATION

EDYTHE RODERICK

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

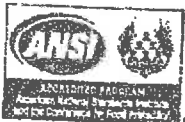
20229372
CERTIFICATE NUMBER

10749
EXAM FORM NUMBER

2/10/2021
DATE OF EXAMINATION

2/10/2026
DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0685

Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with American National Standards Institute (ANSI) Accredited Program #0685, ServSafe Food Protection Manager Certification Examination is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP). All trademarks, logos and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the are design.

Contact us with questions at 230 S. Wacker Drive, Suite 2600, Chicago, IL 60604-6203 or ServSafe@restaurant.org.

ServSafe® CERTIFICATION

ZANA WEBER

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination, which is accredited by the American National Standards Institute (ANSI)-Conference for Food Protection (CFP).

20229371
CERTIFICATE NUMBER

10749
EXAM FORM NUMBER

2/10/2021
DATE OF EXAMINATION

2/10/2026
DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0685

Sherman Brown

Sherman Brown
Executive Vice President, National Restaurant Association Solutions

01/17/2021

ServSafe
National Restaurant Association

ServSafe® CERTIFICATION

ROBERT MONTANO

for successfully completing the standards set forth for the ServSafe® Food Protection Manager Certification Examination,
which is accredited by the American National Standards Institute (ANSI) - Conference for Food Protection (CFP).

20229370

CERTIFICATE NUMBER

10749

EXAM FORM NUMBER

2/10/2021

DATE OF EXAMINATION

2/10/2026

DATE OF EXPIRATION

Local laws apply. Check with your local regulatory agency for recertification requirements.



#0655

Sherman Brown
Executive Vice President, National Restaurant Association Solutions



In accordance with ANSI Accredited Program 2000, Section ADM-N 600-2013 (Paragraph 2.2, Standard A17)

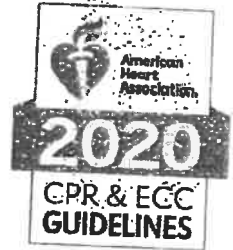
© 2021 American National Standards Institute, Inc. All rights reserved. ServSafe and the ServSafe logo are trademarks of the NRAEF, National Restaurant Association® and the org design.

ANSI is a member of the International Organization for Standardization (ISO).

ANSI is a member of the International Electrotechnical Commission (IEC).

71-1011

Contact us with questions at 233 S. Wacker Drive, Suite 3400, Chicago, IL 60606-3000



Certificate

Bob Montano

has successfully completed Heartsaver® CPR AED Online Portion

Congratulations on learning lifesaving skills with the American Heart Association. Hands-on skills practice and testing, conducted by an authorized AHA BLS or Heartsaver Instructor, is required to receive a Heartsaver CPR AED course completion card.

For greater success, it is recommended the hands-on skills session be conducted shortly after completing the online portion. Please take this certificate with you to your hands-on skills session.

This certificate does not constitute successful completion of the full Heartsaver CPR AED Course.

Path Taken: CPR AED

Topics Included

Survivor Story (Superintendent)
Hands-Only CPR
Adult CPR, AED, and Choking Relief

Drug Overdose
Water Safety

IMP21VR1WHGW

Certificate Number

12/08/2021 20:49:37

Date Completed

CERTIFICATE OF ALLERGEN AWARENESS TRAINING

Name of Recipient: ROBERT MONTANO

Certificate Number: 5383683

Date of Completion: 12/7/2021

Date of Expiration: 12/7/2026



*The above-named person is hereby issued this certificate
for completing an allergen awareness training program
recognized by the Massachusetts Department of Public Health
in accordance with 105 CMR 590.009(G)(3)(a).*

This certificate will be valid for five (5) years from date of completion.

Issued By:



Massachusetts Restaurant Association
333 Turnpike Road, Suite 102
Southborough, MA 01772
508-303-9905
www.marestaurantassoc.org

NATIONAL
RESTAURANT
ASSOCIATION
800.765.2122
www.restaurant.org

ServSafe
National Restaurant Association

RECORD OF TRAINING

This **Record of Training** is awarded to

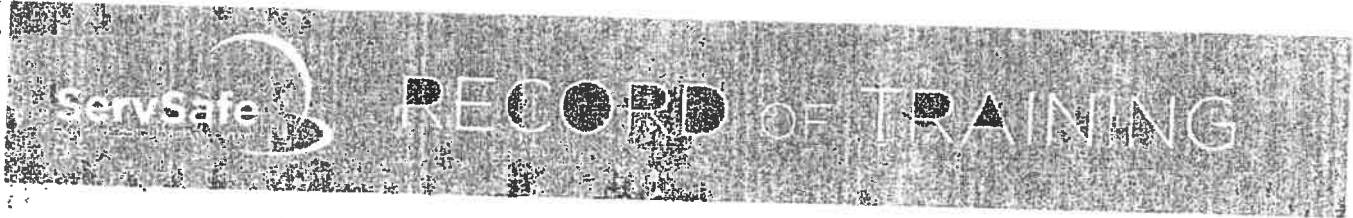
bob Montano

Congratulations! You have completed
**ServSafe Re-Opening Guidance:
COVID-19 Precautions**

May 18, 2020

Issue Date

National Restaurant Association
233 S. Wacker Drive, Suite 3600
Chicago, IL 60606-6383



This **Record of Training** is awarded to

bob Montano

Congratulations! You have completed
**ServSafe Takeout:
COVID-19 Precautions**

May 18, 2020

Issue Date

National Restaurant Association
233 S. Wacker Drive, Suite 3600
Chicago, IL 60606-6383

Number: 2023-008

Fee \$75.00

Town of Truro Board of Health
24 Town Hall Road, Truro, MA 02666
Permit To Operate A Food Establishment

In accordance with Regulations promulgated under authority of Chapter 111, Section 127A of the General Laws a Permit is hereby granted to:

Robert Montano, mgr., d/b/a Montano's Restaurant

Whose place of business is **481 Route 6**

Type of business and any restrictions **Restaurant**

To operate a food establishment in **Truro**
(City or Town)

Permit Expires: **December 31, 2023**

Date Issued:

Nov. 28, 2022

Seating: 188



Emily Beebe, RS

Truro Board of Health Agent

HEALTH DEPARTMENT
TOWN OF TRURO

NOV 16 2022

RECEIVED BY



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 10 or 24 Fax: 508-349-5505

TAX STATUS REQUEST FOR LICENSING

Date 11/15/2022

Request is coming from the Selectmen's Office _____ Health Office X

Owner's Name: **Baddock's**

Business Name **Montano's**

Residential Address: **481 Route 6**

Map and Parcel: **32-31**

Please verify whether the Real Estate and Personal Property taxes to this property are up to date for the current fiscal year.


Tax Collector's Signature

11/16/2022
Date



The Commonwealth of Massachusetts

Town of Truro



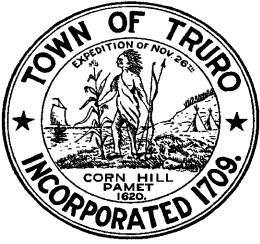
New and Renewal Certificate of Inspection

In accordance with 780 CMR, Chapter 1 (*The Ninth Edition of the Massachusetts State Building Code*) and Chapter 304 of the Acts of 2004 (*an Act to further enhance fire and life safety*), this certificate of inspection is issued to the premise or structure or part thereof as herein identified.

Issued to	<i>Identify Name of Establishment</i>					<i>Certificate No.</i>
	Montano's					23-003
Located at	<i>Identify property address including street number, name, city or town and county</i>					<i>Certificate Expiration</i>
	481 Route 6 Map 32 Parcel 31					10/31/2023
Use Group Classification	<i>Basement</i>	<i>First Floor</i>	<i>Second Floor</i>	<i>Third Floor</i>	<i>Fourth Floor</i>	<i>Other</i>
	S	A-3	R-4			
Allowable Occupant Load		188	4			

This *certificate of inspection* is hereby issued by the undersigned to certify that the premise, structure or portion thereof as herein specified has been inspected for general fire and life safety features. This certificate shall be framed behind clear glass and/or laminated and posted in a conspicuous place within the space as directed by the undersigned. *Failure to post or tampering with the contents of the certificate is strictly prohibited.*

Name of Municipal Fire Chief	TIMOTHY COLLINS	Name of Municipal Building Inspector	RICHARD STEVENS	Date of Inspection	10/24/2022
Signature of Municipal Fire Chief		Signature of Municipal Building Inspector		Date of Issuance	10/31/2022



TOWN OF TRURO

Select Board Agenda Item

DEPARTMENT: Health Department

REQUESTOR: Emily Beebe, Health and Conservation Agent

REQUESTED MEETING DATE: December 6, 2022

ITEM: Truro Water Service Application

EXPLANATION: An application has been submitted to provide new water service to 6 Shore Road (Stones Throw Condominium Trust). The Board of Health has approved.

FINANCIAL SOURCE (IF APPLICABLE): N/A

IMPACT IF NOT APPROVED:

SUGGESTED ACTION: *Motion to approve the water service application for 6 Shore Road and authorize the Chair to sign with a digital signature.*

ATTACHMENTS:

1. Truro Water Service Application



TOWN OF TRURO BOARD OF HEALTH

P.O. Box 2030, Truro MA 02666
Tel: 508-349-7004 Fax: 508-349-5508

TRURO WATER SERVICE APPLICATION FOR NEW OR EXPANSION OF EXISTING WATER SERVICE

APPLICANT INFORMATION

Date: 10/11/22 Name: Stones Throw Condominium Trust
Water Service Address: 6 Shore Rd Map Parcel/Lot: 39-155
Mailing Address: PO Box 383 City/State/Zipcode: N Truro MA 02652
Phone Number: Trustee - Barbara Correa Email Address: [REDACTED]

EMERGENCY TELEPHONE NUMBERS

Plumber Name: Flying Plumbers Phone Number: [REDACTED]
Property Manager: Michael Correa Phone Number: [REDACTED]
Other Name & Phone Number: Trustee - Barbara Correa [REDACTED]

TYPE OF SERVICE REQUESTED:

- New Water Service: Proposed Title 5 Design Flow: 3,630 1 system @ 8 BRs
- Expansion of Water Service: 1 system @ 9 BRs
- Existing Title 5 Design Flow: _____ Proposed Title 5 Design Flow: _____ 1 system @ 16 BRs
- Water Service for Condominium Conversion (separate meters, tap etc.) # of Units _____

Type of Facility:

- | | | |
|--|---|---|
| <input type="checkbox"/> Single Family | <input checked="" type="checkbox"/> Condo <u>28 units</u> | <input type="checkbox"/> Multifamily Dwelling |
| <input type="checkbox"/> Restaurant | <input type="checkbox"/> Motel | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Retail | <input type="checkbox"/> Office Building | <input type="checkbox"/> Industrial: _____ |

Meter installations fifty (50) feet or greater from the curb stop must be in a meter pit adjacent to the curb top. Concrete meter pits are required in roads or driveways.

I hereby agree to abide by all the rules and regulations of the Provincetown Water Department now in force or to be established by the Water and Sewer Board and declare that there is no other means of supplying potable water on-site (e.g. private well).

Applicant Signature: [Signature]
Trustee, Stones Throw Condominiums

ONCE TRURO & PROVINCETOWN OFFICIALS HAVE APPROVED THE APPLICATION, PLEASE SUBMIT A COPY TO THE TRURO HEALTH DEPARTMENT

SIGNATURES OF APPROVAL ***OFFICIAL USE ONLY*******

Truman Rose

TRURO BOARD OF HEALTH

11/15/22

DATE OF APPROVAL

TRURO BOARD OF SELECTMEN

DATE OF APPROVAL

PROVINCETOWN WATER &
SEWER BOARD

DATE OF APPROVAL

Select Board Meeting Minutes

Consent Agenda Item: 8E

October 25, 2022, Meeting

Via GoToMeeting Platform

Select Board Members Present: Kristen Reed-Chair, Robert Weinstein-Vice Chair, John Dundas-Clerk, Stephanie Rein-Member

Select Board Members Absent: Susan Areson-Member

Others Present: Darrin Tangeman-Town Manager, Kelly Clark-Assistant Town Manager, Kaci Fullerton-Town Clerk, Town Planner/Land Use Counsel Barbara Carboni, Katy Ward-Communications and Marketing Coordinator, Bike and Walkways Committee Chair Susan Roderick, Bike and Walkways Member Isadora Medley, Bike and Walkways Member Eric Mays, Kate Lena-Substance Use Prevention Program Manager of Barnstable County Department of Human Services

Chair Reed called the meeting to order at 5:00pm.

PUBLIC COMMENT

There were no public comments.

PUBLIC HEARINGS

None

INTRODUCTION OF NEW EMPLOYEES

None

BOARD/COMMITTEE/COMMISSION APPOINTMENTS

Steven Tribastone – Election Warden for the Town of Truro

Chair Reed recognized Town Clerk Fullerton who introduced Mr. Tribastone and provided a brief overview of his qualifications. Town Clerk Fullerton expressed her support in Mr. Tribastone’s appointment. Mr. Tribastone thanked the Members for this opportunity and briefly commented on his experience in Massachusetts related to this role. Chair Reed recognized Member Dundas and Member Rein who expressed their support for Mr. Tribastone’s appointment. Vice Chair Weinstein asked Mr. Tribastone to describe his responsibilities as an Election Warden and Mr. Tribastone reviewed those responsibilities. Chair Reed asked Mr. Tribastone if the role was a volunteer or paid position and Mr. Tribastone replied that it was a paid position funded by the Town Clerk. Chair Reed thanked Mr. Tribastone for applying for this role.

Member Dundas made a motion to appoint Steven Tribastone as Election Warden for a 1-year term expiring August 15, 2023.

Member Rein seconded the motion.

Roll Call Vote:

Member Dundas – Aye

Vice Chair Weinstein - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 4-0-0, motion carries.

Chair Reed congratulated Mr. Tribastone on his appointment and Mr. Tribastone thanked the Members.

STAFF/COMMITTEE UPDATES

Bike and Walkways Survey Presentation—Bike and Walkways Committee (BWC) Chair Susan Roderick

Chair Reed recognized Chair Roderick who confirmed that she had a quorum of BWC members present. Chair Roderick introduced BWC members Isadora Medley and Eric Mays who were present and thanked Assistant Town Manager Clark for her assistance in preparing the BWC survey presentation. Chair Roderick reported that there were 689 responses to the survey and then reviewed the survey responses, as well as survey respondents' comments, with the Select Board. In general, results indicated that Route 6 was dangerous for bicyclists and pedestrians and other roads were safer than Route 6. Safety is still a major concern for bicyclists and pedestrians. Chair Roderick added that she had shared relevant survey results with the Walsh Property Community Planning Committee (WPCPC).

Chair Roderick summarized the following takeaways from the survey: biking is popular and useful (for commuting), major concerns on safety, lack of infrastructure deters biking and walking, strong support for a fully separated path along Route 6, majority support for HAWK crossing lights, strong support for dotted bike lanes on roads, and strong support for bike and pedestrian use at the Walsh property.

BWC Member Mays commented on the number of survey respondents and the interest in e-bikes. BWC Member Medley commented that she is very excited about the future of biking and walking in Truro.

When asked by Chair Reed as to which other Cape Cod towns are moving forward with great biking and walking initiatives, Chair Roderick replied that the Commonwealth of Massachusetts wants effective biking and pedestrian pathways from Bourne to Provincetown as Massachusetts is the 3rd biking and walking friendliest state in the USA.

Vice Chair Weinstein commented that the Department of Transportation (DOT) has a plan for a "pavement preservation" project to resurface and repaint Route 6 from Wellfleet to Provincetown. Vice Chair Weinstein suggested that the BWC contact DOT prior to the execution of the work to address Truro issues regarding bicycle and motor vehicular traffic. Vice Chair Weinstein noted that the roads were designed at the turn of the century and do not accommodate modern motor vehicles and the increase in population which erode the longevity of the roadways.

Chair Roderick replied with information regarding several suggestions, including information on a shared pathway along Route 6 from the Route 6/6A light in Truro to Provincetown. An update will also be provided to the BWC, by a state representative, in March of 2023, regarding potential shared pathways

along Route 6 from the Wellfleet Public Safety Facility along Route 6 to Provincetown. Chair Roderick will also share the survey results with DOT. Chair Roderick added that the survey results will help the BWC develop goals for the future.

Chair Reed thanked Chair Roderick and requested that Chair Roderick keep the Select Board informed as to its activities. Chair Roderick thanked Chair Reed and left the meeting.

TABLED ITEMS

None

SELECT BOARD ACTION

A. Presentation Regarding the Opioid Abatement Funds Presenter: Kate Lena, Substance Use Prevention Program Manager, Barnstable County Department of Human Services

Chair Reed recognized Ms. Lena who introduced herself and shared a slide deck with the Members and the public. Ms. Lena provided an overview of the county's Substance Use Prevention Program and its role working with the Cape Cod communities. The genesis of this program was a result of a federal legal settlement of \$26B with opioid distributors with \$500M earmarked for Massachusetts. Municipalities are encouraged to pool abatement funds to increase their impact. Ms. Lena reviewed Massachusetts guidelines for municipal spending, regional staff general recommendations, prevention, recovery, treatment, example program, references and resources, procurement guidance, and pooling funds.

A brief discussion ensued with the Members and Ms. Lena regarding the use of funds for a paid Truro coordinator, the increased rate of overdose and addictions versus the allocation of funds to meet the needs of the community, and potential cooperation between treatment facilities and the Barnstable County Sheriff's office.

Chair Reed thanked Ms. Lena and she departed the meeting.

B. Review and Approve the Annual Municipal Calendar for 2023 Annual Town Meeting and the Fiscal Year 2024 Budget Preparation Presenter: Darrin Tangeman, Town Manager

Chair Reed confirmed with Assistant Town Manager Clark that the dates for the calendar had been vetted to ensure not being scheduled on holidays to include religious holidays. Assistant Town Manager Clark confirmed that they had been. Assistant Town Manager Clark added that some meetings are Charter mandated.

Chair Reed recognized Town Manager Tangeman who reviewed the meeting dates and there were no questions or concerns expressed by the Members.

Vice Chair Weinstein made a motion for the Select Board to approve the Annual Municipal Calendar for the 2023 Annual Town Meeting and the Fiscal Year 2024 Budget Preparation.

Member Dundas seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas - Aye
Member Rein - Aye
Chair Reed - Aye
So voted, 4-0-0, motion carries.

CONSENT AGENDA

Chair Reed led the discussion with Members regarding the Consent Agenda and the decision was made to remove the review and approval of the Select Board Minutes and move them to the Select Board meeting on November 9, 2022.

- A. Review/Approve and Authorize Signature: None
- B. Review and Approve Appointment Renewals: 1. DPW Staff Jarrod Cabral (Forest Warden and Tree Warden) and Kyle Halvorsen (Tree Warden)
- C. Review and Approve Select Board Minutes: May 17, 2022, Regular Meeting Minutes; September 13, 2022, Regular Meeting Minutes (**Removed from tonight's Consent Agenda and moved to the Select Board meeting on November 9, 2022**)

Member Dundas made a motion to accept the Consent Agenda as printed in the packet.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas – Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 4-0-0, motion carries.

SELECT BOARD REPORTS/COMMENTS

Vice Chair Weinstein briefly admonished those unknown individuals who are using Old King's Highway as a dumping area for old furniture without any regard for the community and the National Seashore. Vice Chair Weinstein thanked those who were involved in the joint meeting with the Town of Provincetown and the Town of Truro regarding Truro's provision of public water to Provincetown. Both towns have gone to exceptional lengths to protect the water source and the meeting was extremely important and he encouraged Truro residents to watch the meeting's video.

Member Dundas thanked Vice Chair Weinstein for his comments on the importance of the joint meeting between Provincetown and Truro. Member Dundas thanked Katy Ward for helping to market an important survey out to the public.

Member Rein echoed that the residents should watch last night's joint meeting between Truro and Provincetown as there is beneficial information for the public regarding Truro's providing public water to Provincetown. Member Rein encouraged the community to watch tomorrow's Walsh Property Community Planning Committee (WPCPC) meeting live online as there are opportunities for residents to voice public comments, opinions, and concerns.

Chair Reed said that she also agreed with the previous comments of the Members regarding last night's joint meeting, the support of Town staff, and the importance of the public's participation in the Walsh

property discussions. Chair Reed thanked the Planning Board for the earlier joint meeting this evening and congratulated Ginny Frazier for her appointment to the Planning Board.

TOWN MANAGER REPORT

Town Manager Tangeman announced that the Childcare Voucher Program applications are due on October 31, 2022, at 4 pm. The application may be found on the Truro website. Budget templates will be sent out to the staff next week. The completed budget templates will be reviewed during the Budget Task Force meetings. There will be a Flu/COVID vaccine clinic this Thursday and more information is on the Truro website. Elections will occur on Tuesday, November 8, 2022, so eligible voters please come out and vote. Chair Reed asked Town Manager Tangeman to ensure that these items be put out on Truro's social media pages.

NEXT MEETING AGENDA

Town Manager Tangeman provided an overview of the agenda for the next regular meeting on Wednesday, November 9, 2022. Due to the election this meeting will start at 4 pm and any executive session will have to occur before 4 pm or after the regular meeting. Members preferred the executive session following the regular meeting. Topics on the agenda: board/commission appointments, staff committee updates, committee service award in honor of Fred Todd, and a Select Board vote for the approval of the expansion water demand analysis for Provincetown which will then go to the Finance Committee for funding.

There were no additional requested agenda items by the Members.

Member Dundas made a motion to adjourn at 6:35 pm.

Vice Chair Weinstein seconded the motion.

Roll Call Vote:

Vice Chair Weinstein - Aye

Member Dundas - Aye

Member Rein - Aye

Chair Reed - Aye

So voted, 4-0-0, motion carries.

Respectfully submitted,



Alexander O. Powers

Darrin K. Tangeman Under the Authority of the Truro Select Board

Public Records Material Attachments

Legal Notice

Bike Survey Presentation

BCDHS Memo on Settlement Funds

Barnstable County Opioid Settlement MA-Subdivision Agreement v. McKesson-CardinalAmBergen-JNJ 3-8-22

Barnstable County Towns Opioid Settlement Estimates

Menu of Program Examples

Resources

Opioid Recovery and Remediation Funds PowerPoint Presentation

Annual Municipal Calendar for 2023 ATM and Fiscal Year 2024 Budget Preparations