



# Truro Select Board Remote Meeting

Thursday, June 29, 2023

Regular Meeting-5:00PM

Remote via Zoom

**AMENDED**

## REGULAR MEETING

<https://zoom.us/j/95211247676>

1-646-931-3860 Meeting ID: 952 1124 7676

This (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 remotely during the meeting please call-in at 1-646-931-3860 and enter the following access code when prompted: 952 1124 7676 or you may join the meeting from a computer, tablet or smartphone by entering the follow URL into your web browser:** <https://zoom.us/j/95211247676>. 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 comments 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 Appointments to the Zoning Board of Appeals: Crocker, David; Eramian, Michael; McKinnon, Joe; Medoff, Nancy
- B. Interview and Possible Appointments to the Shellfish Advisory Committee: Mundree, Steven; Sharpless, Garrett; Sloman, Jim; Smith, Daniel; Wisotzky, Mark

### 5. STAFF/ COMMITTEE UPDATES

### 6. TABLED ITEMS – NONE

### 7. SELECT BOARD ACTION

- A. Discussion, Prioritization and Vote on Select Board FY2024 Goals and Objectives  
Presenter: Darrin Tangeman, Town Manager
- B. Energy Committee e-first approach  
Presenters: Jarrod Cabral, DPW Director, and Brian Boyle, Chair, Energy Committee
- C. Review and Approve Traveling Paramedic Contract  
Presenters: Darrin Tangeman, Town Manager, Fire Chief, Tim Collins
- D. Condominium Conversion for Shoreline Beach Condominium  
Presenter: Emily Beebe, Health and Conservation Agent
- E. Condominium Conversion for Southwind Condominium  
Presenter: Emily Beebe, Health and Conservation Agent
- F. Condominium Conversion for Days Cottages Condominium



Presenter: Emily Beebe, Health and Conservation Agent

G. Outer Cape Community Solutions: Outer Cape Wellness Happenings

Presenter: Emily Beebe, Health Agent, and Alex Nelson, Network Coordinator of OCCS

8. **CONSENT AGENDA**

A. Review and Approve 2023 Lodging License American Youth Hostels, 111 North Pamet Rd

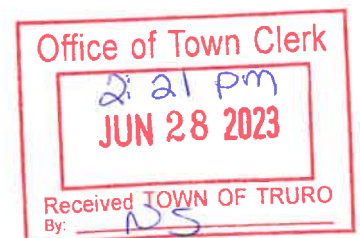
B. Review and Approve Cape Cod Chamber Bike and Road Race Application

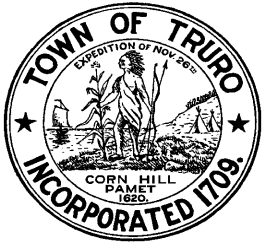
C. Review and Approve Select Board Minutes: Select Board Regular Meeting Minutes of 05.10.202

9. Select Board Reports/Comments

10. Town Manager Report

11. Next Meeting Agenda: July 11, 2023





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Applications to Serve-Zoning Board of Appeals

**EXPLANATION:** There are three terms on the Zoning Board of Appeals which expire June 30, 2023: two (2) alternate one-year terms and one (1) 3-year term. Four applicants have submitted their application to serve: David Crocker, Michael Eramian, Joe McKinnon and Nancy Medoff.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** The Zoning Board of Appeals will be down three members, which will severely impact their ability to have a quorum.

**SUGGESTED ACTION:** *Motion to Appoint;*

- *XXXX to a one-year alternate term on the Zoning Board of Appeals, which will expire June 30, 2024.*
- *XXXX to a one-year alternate term on the Zoning Board of Appeals, which will expire June 30, 2024.*
- *XXXX to a three-year term on the Zoning Board of Appeals, which will expire June 30, 2026.*

**ATTACHMENTS:**

1. Application to Serve; David Crocker
2. Application to Serve; Michael Eramian
3. Application to Serve; Joe McKinnon

4. Application to Serve; Nancy Medoff
5. Policy Forms Completion Checklist

**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*Crocker*

**First Name**

*Dave*

**Middle Initial**

RECV 2023MAY19 04:21:13

ADMINISTRATIVE OFFICE

TOWN OF TRURO

**Email Address**

**Phone Number**

**Address (Street)**

*2 Eric's Rd*

**Address (City)**

*Truro*

**Address (State)**

*MA*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*Po Box 65, 02666*

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.

**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?**

ZBA

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

I'm on the board as an alternate, my one-year term is expiring.

**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:

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

I'm currently an alternate on the ZBA, am vice-chair of the Pamet Harbor Commission, and am on the board of the Friends of the Cape Cod National Seashore. In the past I have been on the boards of professional engineering groups, and have served on many committees through work.

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've received a BS in marine Engineering and an MBA.

**Signature**

*David Crocker*

**Date**

*May 19, 2023*

**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*Eramian*

**First Name**

*Michael*

**Middle Initial**

*G*

**Email Address**

**Phone Number**

**Address (Street)**

*553 Shore Road*

**Address (City)**

*North Truro*

**Address (State)**

*Ma*

**Address (Zip Code)**

*02652*

**Mailing Address (Please indicate box number and zip code)**

*P.O. Box#369 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.



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?

*Zoning Board of Appeals*

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

*My great grand parents came to Truro almost 80 years ago and built a cottage colony on Beach point at a time all that you needed were a couple of sticks and a string to lay a foundation. With the coming of the National Seashore and development of zoning regulation that cottage morphed in a double decker motel which I am told that was a big deal back in the day. I feel I am aware of the the changes that have occurred beyond my years. I finally made the move to being a full time resident after graduating college with a degree in civil engineering this past may. I had previously been a part time resident prior to that, spending every summer of my life in Truro including five years where I had been employed as a Lifeguard at Head of the Meadow beach. I would look forward for a chance to be a guardian of the asset we all call the Town of Truro*

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:

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

I spent 5 years working as a lifeguard for the town. That is a job that comes with potentially life or death situations. It was very important to have effective communication with your not only your own team members, but also with the national parks lifeguards during high stress situations. I have also spent 9 years as an official for USA Hockey, where its very common to only meet your partner 20 minutes before the game starts. This has taught me how to create a working relationship with anyone in a short amount of time.

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.

Bachelors of Science in Civil Engineering from Merrimack College in May of 2022 9 years (2013 - present) as an official for USA Hockey 5 Summers (2017 - 2021) as a lifeguard at Head of the Meadow beach for Truro 1 Summer (2021) working as a field intern for Gordon Peabody at Safe Harbor Environmental Land Survey Technician at Coastal Engineering Company (June 2022 - November 2022) Staff Engineer in the Waterfront/Marine division at Coastal Engineering Company (November 2022 - present)

**Signature**

*Michael Eramian*

**Date**

*Mar 09, 2023*

**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*McKinnon*

**First Name**

*Joe*

**Middle Initial**

**Email Address**

**Phone Number**

**Address (Street)**

*39 truro center rd*

**Address (City)**

*Truro*

**Address (State)**

*MA*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*Po box 925 02666*

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 2023MAY19 PM0:35

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?**

**ZBA**

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

*Continue my time on the board*

**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:

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

Currently on ZBA

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.

Ive done different types of construsction around truro for the past 20 years

**Signature**

*Joseph Mckinnon*

**Date**

*May 19, 2023*

Truro

*Application to Serve on a Board or Committee*

**Last Name**

*Medoff*

**First Name**

*Nancy*

**Middle Initial**

RCVD 2023/MAY/23 AM 7:50

ADMINISTRATIVE OFFICE

TOWN OF TRURO

**Email Address**

**Phone Number**

**Address (Street)**

*149 Collins Road*

**Address (City)**

*Truro*

**Address (State)**

*MA*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*PO Box 502 02666*

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.

**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?**

ZBA

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

*I am a current member of the Zoning Board of Appeals and would be honored to continue to serve in this capacity. My experience over the past several months in hearing appeals and applying our Town by-laws has reinforced my commitment to finding new ways to honor the history of our town while keeping an eye towards the future. I believe, if re-appointed I will continue to be a valuable member due in large part to my ability to be objective, unemotional and fair when hearing and voting on the various zoning appeals before The Town.*

**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:

Currently Vice Chair for Economic Development Committee and Chair of Charter Review Committee

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

Currently Vice Chair for Economic Development Committee and Chair of Charter Review Committee

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.

Resume attached.

**Signature**

*Nancy Medoff*

**Date**

*May 22, 2023*

# TOWN OF TRURO



P.O. Box 2030, Truro, MA 02666

**Office of the Select Board**

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

## Policy Forms and Conflict of Interest Online Training Completion Checklist

Committee/Commission/Board Name: Zoning Board of Appeals

Committee/Commission/Board Member Name: David Crocker

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificate's good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Sexual Harassment Select Board Policy #19

Select Board Handbook Acknowledgement

Open Meeting Law Guide Acknowledgement

Committee/Commission/Board Name: Zoning Board of Appeals

Committee/Commission/Board Member Name: Michael Eramian

(This is a new applicant-all paperwork will be completed before swearing in, if appointed)

Committee/Commission/Board Name: Zoning Board of Appeals

Committee/Commission/Board Member Name: Joe McKinnon

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificate's good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Sexual Harassment Select Board #19

Select Board Handbook Acknowledgement

Open Meeting Law Guide Acknowledgement

Committee/Commission/Board Name: Zoning Board of Appeals

Committee/Commission/Board Member Name: Nancy Medoff

Standards of Professional Conduct signed

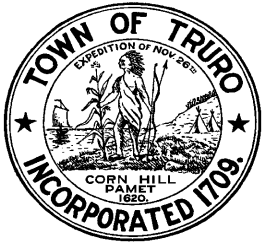
On-Line Ethics Training Completed *Certificate's good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Sexual Harassment Select Board Policy #19

Select Board Handbook Acknowledgement

Open Meeting Law Guide Acknowledgement



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Noelle Scoullar, Executive Assistant

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Interview and Possible Appointment of Applicants to the Shellfish Advisory Committee

**EXPLANATION:** Three of the four members whose terms are expiring June 30, 2023 have reapplied to serve another term (Gary Sharpless, Dan Smith and Mark Wisotzky). One current member is not seeking reappointment. Two new people have also submitted applications to serve (Steven Mundree and Jim Sloman). In summary, there will be five slots open (three full membership positions and 2 alternate positions) and five applicants.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** The Shellfish Advisory Committee will not have enough members for a quorum.

**SUGGESTED ACTION:** There will be five motions:

1. *Motion to Appoint \_\_\_\_\_ to the Shellfish Advisory Committee for a three-year term expiring June 30, 2026.*
2. *Motion to Appoint \_\_\_\_\_ to the Shellfish Advisory Committee for a three-year term expiring June 30, 2026.*
3. *Motion to Appoint \_\_\_\_\_ to the Shellfish Advisory Committee for a three-year term expiring June 30, 2026.*
4. *Motion to Appoint \_\_\_\_\_ to the Shellfish Advisory Committee for an Alternate 1-year term expiring June 30, 2024.*
5. *Motion to Appoint \_\_\_\_\_ to the Shellfish Advisory Committee for an Alternate 1-year term expiring June 30, 2024.*

**ATTACHMENTS:**

1. Application to Serve-Steven Mundree
2. Application to Serve-Gary Sharpless
3. Application to Serve-Jim Sloman
4. Application to Serve-Daniel Smith
5. Application to Serve-Mark Wisotzky
6. Policy Forms Checklist

**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*Mundree*

**First Name**

*Steven*

RCUD 2023MAY26 am740

ADMINISTRATIVE OFFICE

**Middle Initial**

TOWN OF TRURO

**Email Address**

**Phone Number**

**Address (Street)**

*1 Souza Way*

**Address (City)**

*Truro*

**Address (State)**

*MA*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*PO Box 1242*

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.

**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?**

*Shellfish Commission*

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

Marine Biology Major, I shellfish in Truro and Wellfleet and want to help preserve and protect and possibly look to safely expand the existing aquaculture in the Truro harbor.

**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:

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

I have had a house in Truro since 2009 and now have moved here full-time and would like to get involved in the community.

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 have run swimming pool companies for 40 years, am an advanced open water scuba diver and have marine biology experience. I also have a boat in the harbor. I also owned an aquarium store and had a 400 gallon saltwater tank in my home.

**Signature**

Steven Mundree

**Date**

May 25, 2023



**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*Sharpless*

**First Name**

*Garrett*

**Middle Initial**

*C*

**Email Address**

**Phone Number**

**Address (Street)**

*2 Bay View Path, P.O. Box 542*

**Address (City)**

*North Truro*

**Address (State)**

*Massachusetts*

**Address (Zip Code)**

*02652*

**Mailing Address (Please indicate box number and zip code)**

*58 Commercial Wharf, Boston, Ma 02110*

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.

RCUD 2023 JUN 28 10:59  
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?**

*Shellfish Advisory Committee*

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

*Have been on the board in the past as Vice Chair and want to continue to serve*

**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:

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

Vice Chair of Shellfish Advisory Committee and member for past 7-8 years

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.

Assistant Harbor Master - Pamet Harbor Massachusetts Deputy Shellfish Officer Attend most Pamet Harbor Commission Mtgs On private for profit business board and consultant to for materials companies in areospace and defense On B of D for Pamet Harbor Club

**Signature**

*Garrett C. Sharpless*

**Date**

*Jun 06, 2023*

Truro

*Application to Serve on a Board or Committee*

**Last Name**

*Sloman*

**First Name**

*Jim*

**Middle Initial**

RCVD 2023MAY31 04:51

ADMINISTRATIVE OFFICE

TOWN OF TRURO

**Email Address**

**Phone Number**

**Address (Street)**

*one moorings way*

**Address (City)**

*truro*

**Address (State)**

*ma*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*box 1330*

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.

**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?**

*Shellfish Advisory*

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

*I see the enjoyment residents have digging oysters in the winter and clamming in the summer and want to contribute to the Pamet's preservation.*

**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.

Please note that Dan Smith is my neighbor, but I have not talked to him about this position. Also, my definition of full time means mid-March through October with long weekends throughout the other months. I vote in Truro.

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:

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

I have served on both NFP and private company boards and headed many committees. These required teamwork and the ability to work toward objectives.

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 have effectively worked with people throughout my business career, have a 41 and counting marriage and recently stayed at a Holiday Inn Express near a clamming flat. ha

**Signature**

Jim Sloman

**Date**

May 31, 2023

**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*Smith*

**First Name**

*Daniel*

**Middle Initial**

*W*

**Email Address**

**Phone Number**

**Address (Street)**

**Address (City)**

*Truro*

**Address (State)**

*Ma*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*PO Box 907, Truro, Ma 02666*

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 2023MAY01 PM 12:55  
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?**

*Shellfish Advisory Committee*

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

*Current member. Enjoy Aquaculture and like to support the towns efforts to promote shellfishing activities.*

**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:

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

Current as well as Committee Chair

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.

Current SAC member, as well as, I am a commercial shellfish grower.

**Signature**

*Daniel Smith*

**Date**

*May 31, 2023*

**Truro**

*Application to Serve on a Board or Committee*

**Last Name**

*Wisotzky*

**First Name**

*Mark*

**Middle Initial**

RCVD 2023/04/25 10:024

ADMINISTRATIVE OFFICE

TOWN OF TRURO

**Email Address**

**Phone Number**

**Address (Street)**

*21 Toms Hill Rd.*

**Address (City)**

*Truro*

**Address (State)**

*MA*

**Address (Zip Code)**

*02666*

**Mailing Address (Please indicate box number and zip code)**

*PO Box 1091 Truro MA 02666*

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.

**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?**

*Shellfish Advisory Committee*

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

To continue improving the shellfish resource for recreational and commercial participants.

**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:

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

Recreational shellfisher Currently serve on SAC Assistant Shellfish Warden for Town of Truro

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.

Signature

Mark Wisotzky

Date

May 25, 2023

# TOWN OF TRURO



P.O. Box 2030, Truro, MA 02666

**Office of the Select Board**

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

## Policy Forms and Conflict of Interest Online Training Completion Checklist

Committee/Commission/Board Name: Shellfish Advisory Committee

Committee/Commission/Board Member Name: Steven Mundree

(This is a new applicant-all paperwork will be completed before swearing in, if appointed)

Committee/Commission/Board Name: Shellfish Advisory Committee

Committee/Commission/Board Member Name: Gary Sharpless

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificate's good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Sexual Harassment Select Board #19

Select Board Handbook Acknowledgement

Open Meeting Law Guide Acknowledgement

Committee/Commission/Board Name: Shellfish Advisory Committee

Committee/Commission/Board Member Name: Jim Sloman

(This is a new applicant-all paperwork will be completed before swearing in, if appointed)

Committee/Commission/Board Name: Shellfish Advisory Committee

Committee/Commission/Board Member Name: Dan Smith

Standards of Professional Conduct signed

On-Line Ethics Training Completed *Certificate's good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Sexual Harassment Select Board Policy #19

Select Board Handbook Acknowledgement

Open Meeting Law Guide Acknowledgement

Committee/Commission/Board Name: Shellfish Advisory Committee

Committee/Commission/Board Member Name: Mark Wisotzky

Standards of Professional Conduct signed

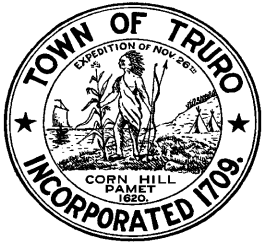
On-Line Ethics Training Completed *Certificate's good for 2 years*

Signed Acknowledgment/Summary of Conflict of Interest Law

Sexual Harassment Select Board #19

Select Board Handbook Acknowledgement

Open Meeting Law Guide Acknowledgement



# TOWN OF TRURO

## Select Board Agenda Item

**BOARD/COMMITTEE/COMMISSION:** Select Board

**REQUESTOR:** Darrin Tangeman, Town Manager

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Discussion, Prioritization and Vote on Select Board FY2024 Goals and Objectives

**EXPLANATION:** The Board held its Public Hearing to state the Board's Goals & Objectives for the coming fiscal year, review its Goals & Objectives for the concluding year, and review its accomplishments relative to those goals on June 27, 2023, in accordance with the Town Charter. The Board will consider the public feedback from the meeting and will finalize and prioritize the FY2024 Goals & Objectives at tonight's meeting.

The Board members individually prioritized the objectives and Town Manager Tangeman will present the results of the prioritization to the Board. Upon completion of the finalization and prioritization, the objectives will be listed in the final draft of the FY2024 Goals & Objectives in priority order.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** N/A

**SUGGESTED ACTION:** *MOTION TO adopt and electronically sign the Select Board FY2024 Goals & Objectives as discussed and prioritized.*

**ATTACHMENTS:**

1. FY2024 Draft Select Board Goals & Objectives Document
2. FY2024 Draft Objectives List
3. FY2023 Select Board Goals & Objectives Progress Update



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## Values and Fiscal Year 2024 Goals and Objectives

### **VALUES:**

The Town of Truro holds the following values that inform our approach to governance and municipal services. They are the guiding principles that drive all of the activities undertaken by any staff, volunteer, elected or appointed official in the Town of Truro. They embody our beliefs and our highest aspirations.

#### **Excellence:**

We strive to provide the highest quality services that are responsive to the needs of all residents and visitors.

#### **Integrity:**

We hold ourselves to high ethical standards and commit to acting with civility at all times and to behave lawfully, respectfully, honestly and fairly.

#### **Openness and Transparency:**

We commit to sharing information, working inclusively and to holding ourselves accountable.

#### **Collaboration:**

We believe in working with others to solve problems and address community need both locally and regionally.

#### **Sustainability:**

We strive for the integration of environmental health and protection, social equity and diversity, economic vitality, and fiscal integrity of the community to create a thriving and resilient community for generations to come.

### **GOALS AND OBJECTIVES:**

Each year, as a way of articulating policy and priorities, the Truro Select Board develops goals and objectives. These goals and objectives are intended to prioritize the Select Board's efforts and to provide guidance and direction to the Town Manager and their appointees, the Police and Fire Chiefs, and the Town's multi-member bodies.

In accordance with Town Charter, the Select Board held a public meeting on June 27, 2023. The Board also determined that the FY2023 objectives would serve as the basis for the FY2024





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objectives, with some modifications and new objectives, at the regular Select Board meeting on June 13, 2023. On [[DATE]], the Select Board finalized and prioritized the FY2024 Goals & Objectives for July 1, 2023 through June 30, 2024. The objectives identified may contribute to the eventual completion of one goal or of multiple goals and are labeled to demonstrate the goals targeted by specific objectives.

## FY2024 Goals

*The Town of Truro will support policies and programs that:*

- A) foster sustainable and appropriate economic development.*
- B) create more affordable year-round places for people to live and work.*
- C) protect and restore our fragile environment.*
- D) use long term and strategic planning to guarantee the future health and well-being of our community.*
- E) proactively engage and involve the town residents, property and business owners.*

## FY2024 Objectives

The following objectives are presented in order of priority and a Select Board Ambassador was identified for each objective.

[[TO BE LISTED IN PRIORITIZED ORDER]]

*To maintain vital EMS services on the Outer Cape the Select Board will support a workplan and synchronized transition plan to include 1) establish a plan and timeline for the Town to provide EMS services without the auxiliary support of Lower Cape with the support of a consultant; 2) hire the four paramedics approved at Annual Town Meeting; 3) collaborate with Lower Cape Ambulance Association and Provincetown to meet the plan and timeline and prepare a contract that will facilitate this plan and timeline; 4) evaluate potential areas for regionalization.*

*Goals Addressed: D, E*

*Select Board Ambassador: Robert Weinstein*

*The Select Board will direct staff to apply for ARPA funds for the Broadband Needs Assessment Study by October 1, 2022.*

*Goals Addressed: A, D, E*

*Select Board Ambassador: John Dundas*



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*The Select Board will review all Town owned land to assess possibilities for municipal use, housing, economic development, open space, water, and/or possible disposition to be completed by October 1, 2022.*

*Goals Addressed: A, B*

*Select Board Ambassador: Kristen Reed*

*The Select Board will support and encourage projects that protect and restore our coastal environment including these current and ongoing projects:*

- *Pamet River Tidal Flow Restoration and Watershed Study*
- *East Harbor Culvert Replacement*
- *Mill Pond and Eagle Creek Repairs and Improvement*
- *Little Pamet Watershed Study and Culvert Repair*
- *Coastal Management*

*Goals Addressed: C*

*Select Board Ambassador: Stephanie Rein*

*The Select Board will work with the Walsh Property Community Planning Committee and the Local Comprehensive Plan Committee to build on areas of common ground and build consensus on the specific initiatives and a more general vision for Truro with special consideration of the Housing Needs Assessment and Housing Production Plan.*

*Goals Addressed: A, B, C, D, E*

*Select Board Ambassador: Susan Areson*

*The Select Board will work with the Housing Authority and the Housing Consultant to develop a Housing Playbook by June 30, 2023.*

*Goals Addressed: A, B, D, E*

*Select Board Ambassador: Kristen Reed*

*Upon completion of the Local Comprehensive Plan, the Select Board and Town Manager will work jointly to create a Town mission statement.*

*Goals Addressed: D*

*Select Board Ambassador: Susan Areson*



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*The Select Board will provide support to and collaborate with the Climate Action Committee and the Energy Committee on the goals of creating a Climate Action Plan for the Town of Truro, and researching the hiring of a Climate Action Agent, as well as to work with the Climate Action Committee to develop a policy memorandum that facilitates and guides progress in all relevant areas toward a “Net Zero Truro” by 2050, and will ask for updates at least twice per year. The Board will also revise the charges of the Energy Committee and the Climate Action Committee to incorporate the directives from Article 53 of the 2022 Annual Town Meeting.*

*Goals Addressed: A, C, D, E*

*Select Board Ambassador: Stephanie Rein*

*The Select Board will submit a letter each to the Planning Board and the Economic Development Committee by December 31, 2022 outlining the Select Board’s priorities in housing, zoning, land use and economic development in an effort facilitate collaboration and joint efforts.*

*Goals Addressed: A, B, C*

*Select Board Ambassador: John Dundas*

*The Select Board will review the Senior Needs Assessment, invite feedback from the community on specific programs and services requested, and explore the feasibility and the cost and social impact of expanding services and programs for seniors to inform the FY2025 budget process.*

*Goals Addressed: A, D, E*

*Select Board Ambassador: Stephanie Rein*

*A Needs Assessment for Persons with Disabilities will be conducted, the Select Board will invite feedback from the community on specific programs and services requested, and will explore the feasibility and the cost and social impact of expanding services and programs for persons with disabilities to inform the FY2025 budget process.\*\*Collaboration with the objective related to the Senior Needs Assessment would be beneficial as there may be overlap between needs or between populations.*

*Goals Addressed: A, D, E*

*Select Board Ambassador: Stephanie Rein*

*The Select Board will hold joint work sessions with participation from the Truro Housing Authority, Planning Board and Zoning Board of Appeals to develop housing initiatives that will diversify the range of seasonal, year-round and transitional housing for people*



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*of varying income levels and will develop related articles for the 2023 Annual Town Meeting. The Select Board will provide an update on these efforts at least semi-annually.*

*Goals Addressed: B, D*

*Select Board Ambassador: Susan Areson*

*The Select Board will initiate a revised cost estimate of a multi-phased approach for a new Department of Public Works Facility at a yet to be determined site in the FY2024-FY2028 Capital Improvement Plan. By December 31, 2022, the Town Manager will work with the Public Works Director to welcome the public to site visits of the current Public Works Facility via in-person visits and virtual visits.*

*Goals Addressed: D*

*Select Board Ambassador: Robert Weinstein*

*The Select Board will promote the Local Comprehensive Planning Committee and process along with the work of the Economic Development Committee and encourage community participation and will provide regular updates.*

*Goals Addressed: A, D*

*Select Board Ambassador: Susan Areson*

*The Select Board will rework, update and set clearer objectives in Policy 54 and Policy 31, and will work to enhance compliance.*

*Goals Addressed: E*

*Select Board Ambassador: Susan Areson*

*Through the Town of Truro representatives and in concert with the Provincetown Water & Sewer Board, the Select Board will support intermunicipal collaboration to determine safe yield estimates for the purpose of developing a water resources management plan. In addition, invite current/future stakeholders & intermunicipal staff to more frequent (2x per year) Select Board updates to discuss shared planning, future water supply protection, and for development of new source(s).*

*Goals Addressed: A, C, D, E*

*Select Board Ambassador: John Dundas*

*The Select Board will provide resources in the FY2023 budget to increase the digitization of town services and records, and address cybersecurity and will lay the groundwork for a five-year digitization and cyber security plan that will be initiated in FY2024. The*



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*Select Board Ambassador working with the Town Manager and IT Director will provide an outline to present at a Select Board meeting prior to beginning the FY2024 Budget Process.*

*Goals Addressed: A, D, E*

*Select Board Ambassador: John Dundas*

*The Select Board will task the Economic Development Committee with inviting the Massachusetts Cultural Council to present to the Select Board, Economic Development Committee and the Truro Cultural Council on the process of creating a designated cultural district in Truro.*

*Goals Addressed: A*

*Select Board Ambassador: Kristen Reed*

*The Select Board will appoint a task force of local experts and staff and two members of the Select Board to examine recurrent revenue generation options resulting in a detailed report and recommendations for both short-term and long-term implementation to the Select Board by April 1, 2024.*

*Goals Addressed: A, B*

*Select Board Ambassador: Kristen Reed*

Truro Select Board

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Kristen Reed, Chair

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Susan Areson, Vice-Chair

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John Dundas, Clerk

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Robert Weinstein

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Stephanie Rein

Obj #	Objective	Goal(s) Addressed	Select Board Ambassador	Present Status	Next Steps
	<p><i>To maintain vital EMS services on the Outer Cape the Select Board will support a workplan and synchronized transition plan to include 1) establish a plan and timeline for the Town to provide EMS services without the auxiliary support of Lower Cape with the support of a consultant; 2) hire the four paramedics approved at Annual Town Meeting; 3) collaborate with Lower Cape Ambulance Association and Provincetown to meet the plan and timeline and prepare a contract that will facilitate this plan and timeline; 4) evaluate potential areas for regionalization.</i></p>	D, E	Robert Weinstein	<p>Override presented for (4) firefighter/ paramedics at 2022 Town Meeting and Town Election ballot. Study complete. Report presented at April 12, 2022 Select Board Meeting. Staff members are meeting regular with Provincetown staff members and members of Lower Cape Ambulance to identify short- and long- term transition plans.</p> <p>NEW: Staff prepared a plan and timeline for implementing an EMS model without the auxiliary support of Lower Cape and crafted three related Town Meeting articles. All three articles passed at Town Meeting and the override for (4) new firefighter/paramedics and (1) EMS Administrator passed at the ballot. The plan and articles included short-term, transitional, and long-term plans, with an eye toward addressing recruitment challenges. Three new employees have been hired this quarter and interviews are underway for the other openings. The Communications &amp; Marketing Coordinator is coordinating recruitment efforts.</p> <p>Staff has met regularly with LCAA and Provincetown and will bring a contract and three-entity agreement forward at the June 27, 2023 meeting for short-term supplemental ALS support. Collective Bargaining Agreement with Truro Permanent Firefighters successfully negotiated, resulting in key incentives for encouraging existing staff to obtain paramedic certification and to recruit candidates. Travelling Paramedics will be used to provide supplemental support during transition.</p>	<p>ONGOING</p> <p>Next steps include: Continued recruitment, onboarding, and training. Approval of LCAA Contract and Inter-Agency Agreement at June 27, 2023 SB Meeting. Approval of Traveling Paramedic Contract and implementing travelling paramedic program.</p>
	<p><i>The Select Board will direct staff to apply for ARPA funds for the Broadband Needs Assessment Study by October 1, 2022.</i></p>	A, D, E	John Dundas	<p>NEW: Staff presented to the Board on this in June 2022. Staff solicited a consultant and has a quote available. ARPA funds of the initial ARPA allotment are available to fund the needs assessment.</p>	<p>ONGOING</p> <p>Next steps include: Engage Cable &amp; Internet Advisory Committee on the Needs Assessment. Town Manager to authorize contract with consultant. Consultant to conduct Needs Assessment. Consultant to report results at a future joint meeting between the Select Board and the Cable &amp; Internet Advisory Committee.</p>
	<p><i>The Select Board will review all Town owned land to assess possibilities for municipal use, housing, economic development, open space, water, and/or possible disposition to be completed by October 1, 2022.</i> <b>(CONTINUED)</b></p>	A, B	Kristen Reed	<p>The Select Board held a work session to discuss the use of Town-owned land in August and then voted in a regular meeting to designate 25 South Highland Road for permanent placement of Town-owned structures for the purpose of Town employee housing and to begin a master planning process for 0 Quail Ridge Road. In September, the Board voted to commit \$433,824 of Affordable Housing Trust Funds for the purpose of moving Town-owned and donated housing structures to 25 South Highland Road and to authorize the Town Manager to initiate the relocation of the structures.</p> <p>NEW: Staff secured \$900,000 to move existing dwellings to 25 South Highland Road. Bid for moving dwellings complete. SB will consider Town-owned parcels that should be transferred to CCNS as part of the required land exchange at the June 13, 2023 meeting.</p>	<p>SUBSTANTIALLY COMPLETE</p> <p>Next steps include: Continue to prioritize needs and identify which potential Town-owned parcels could meet said needs.</p>

	<p><i>The Select Board will support and encourage projects that protect and restore our coastal environment including these current and ongoing projects:</i></p> <p>A) Pamet River Tidal Flow Restoration and Watershed Study  B) East Harbor Culvert Replacement  C) Mill Pond and Eagle Creek Repairs and Improvement  D) Little Pamet Watershed Study and Culvert Repair  E) Coastal Management  <b>(CONTINUED)</b></p>	C	Stephanie Rein	<p>NEW:  A-D) Updates on environmental projects are provided by the DPW Director during the staff updates portion of Select Board meetings periodically.  Highlight: Eagle Neck Creek Bridge reopened on 10/7/22, post project environmental monitoring will continue through 2027. East Harbor culvert replacement has been completed, post project environmental monitoring will continue through 2027. Mill Pond culvert replacement is in the final design and permitting phase. Construction for Mill Pond is a minimum of two years away. Pamet River restoration, and little Pamet watershed study and culvert replacement projects are in the preliminary design and additional modeling phase. All Pamet River related projects will move forward together, and are funded by NOAA.  E) The final project report for the Outer Cape project “increasing coastal resiliency through Intermunicipal Shoreline management” was issued by the Center for Coastal Studies on June 14, 2022. Deliverables for phase 2 include assessment to identify locations for potential salt-marsh migration; an inventory of the low lying roads in the 4 town project area; development of a regional sand banking database; and, development of management approach for the littoral cells of our shoreline; each of these topics were developed as an interactive geospatial dataset in the Regional Shoreline Management geodatabase. In spring of 2022, the CCS held 3 public outreach sessions about the underlying processes that drive coastal change. The Outer Cape towns are partnering with the Center for Coastal Studies to continue the Shorefront Management project and have submitted an application for a third CZM Coastal Resiliency grant. The municipal staff team continues to look for other grant sources to develop the organizational framework for the management plan itself.</p>	<p>ONGOING</p> <p>These are long-term projects with design, planning, construction and monitoring requirements that require multiple month/year timelines.</p> <p>Public Works Director Cabral and Health/Conservation Agent Beebe continue to monitor and move forward these projects.</p>
	<p><i>The Select Board will work with the Walsh Property Community Planning Committee and the Local Comprehensive Plan Committee to build on areas of common ground and build consensus on the specific initiatives and a more general vision for Truro with special consideration of the Housing Needs Assessment and Housing Production Plan.</i></p>	A, B, C, D, E	Susan Areson	<p>The Talk to Us, Truro Community Survey culminated in a joint meeting to review the survey results in April, which was very productive and collaborative. Staff anticipates that chairs of LCP, WPCPC, EDC, and Housing Authority will work together in some capacity moving forward. The Housing Needs Assessment and Housing Production Plan are expected to be complete this fall.</p> <p>NEW: The Housing Needs Assessment and Housing Production Plan are complete and were presented to the Select Board, Planning Board and Conservation Commission. Final votes to adopt are needed by the Planning Board and the Select Board.</p>	<p>ONGOING</p> <p>Next steps include:  Once the Housing Production Plan is adopted, a 2-step process is proposed:  1) The Board liaisons to the LCPC and WPCPC should meet with the chairs of WPCPC, LCPC and Housing Authority to outline recommendations.  2) A work session could be held to discuss the recommendations with the full SB and representatives of WPCPC, Housing Authority and LCPC.  3) LCP and Walsh Plans are expected to be considered at 2023 Fall Special Town Meeting.</p>
	<p><i>The Select Board will work with the Housing Authority and the Housing Consultant to develop a Housing Playbook by June 30, 2023</i></p>	A, B, D, E	Kristen Reed	<p>Preliminary discussions held to determine if the Playbook could be included as part of the Housing Needs Assessment that is being prepared by the consultant.</p> <p>NEW: The Consultant who prepared the Housing Needs Assessment and Housing Production Plan was contacted to discuss the scope of work related to developing a housing playbook. A quote and general scope of work and associated timeline was provided but will need further detail to ensure the Playbook adequately addresses this objective. Upon finalizing this scope of work, the project will take approximately 3 months to complete.</p>	<p>ONGOING</p> <p>Next steps include:  Finalizing scope of work  Entering into contract with consultant</p>
	<p><i>Upon completion of the Local Comprehensive Plan, the Select Board and Town Manager will work jointly to create a Town mission statement. (Continued into FY2023)</i>  <b>(CONTINUED)</b></p>	D	Susan Areson	<p>Pending completion of the LCP.</p>	<p>ONGOING</p> <p>Begin process in winter/spring 2023 (LCP to go to 2023 Annual Town Meeting)</p>

	<i>The Select Board will provide support to and collaborate with the Climate Action Committee and the Energy Committee in the creation of a Climate Action Plan for the Town of Truro, as well as to work with the Climate Action Committee to develop a policy memorandum that facilitates and guides progress in all relevant areas toward a "Net Zero Truro" by 2050, and will ask for updates at least twice per year. The Board will also revise the charges of the Energy Committee and the Climate Action Committee to incorporate the directives from Article 53 of the 2022 Annual Town Meeting.</i>	A, C, D, E	Stephanie Rein	A Work Session with the CAC was held on October 8, 2021. The CAC drafted a list of objectives from the Workshop.	ONGOING  Next steps include: Work with CAC to draft a policy memorandum that will be presented to the Select Board for review and discussion. Draft revised charges of CAC and EC to include directives from Article 53.
	<i>The Select Board will submit a letter each to the Planning Board and the Economic Development Committee by December 31, 2022 outlining the Select Board's priorities in housing, zoning, land use and economic development in an effort facilitate collaboration and joint efforts.</i> <b>(CONTINUED)</b>	A, B, C	John Dundas	NEW: Member Dundas presented a draft letter to the Select Board in December 2022. The Board determined that they would like to re-visit the letter in June so that it could be sent in July 2023.	ONGOING  Next steps include: Further discussion among the Board to determine consensus on the Board's priorities and what should be included in the letter. Draft revised letter(s) and present to Select Board. Send letter(s) to appropriate boards
	<i>The Select Board will review the Senior Needs Assessment, invite feedback from the community on specific programs and services requested, and explore the feasibility and the cost and social impact of expanding services and programs for seniors to inform the FY2025 budget process.</i>	A, D, E	Stephanie Rein	NEW: Community Services Deputy Director: Council on Aging and Outreach Coordinator were hired. Recruitment still underway for Office Assistant position.	ONGOING  Ambassador and Deputy Director will each review existing Senior Needs Assessment and programming and will determine if an updated assessment should be completed, and will then work with the COA Board to move this objective forward.
<b>NEW!</b>	<i>A Needs Assessment for Persons with Disabilities will be conducted, the Select Board will invite feedback from the community on specific programs and services requested, and will explore the feasibility and the cost and social impact of expanding services and programs for persons with disabilities to inform the FY2025 budget process.</i>  <i>**Collaboration with the objective related to the Senior Needs Assessment would be beneficial as there may be overlap between needs or between populations.</i>	A, D, E	Stephanie Rein		
<b>UPDATED PROGRESS REPORT/NEXT STEPS</b>	<i>The Select Board will hold joint work sessions with participation from the Truro Housing Authority, Planning Board and Zoning Board of Appeals to develop housing initiatives that will diversify the range of seasonal, year-round and transitional housing for people of varying income levels and will develop related articles for the 2023 Annual Town Meeting. The Select Board will provide an update on these efforts at least semi-annually.</i>	B, D	Susan Areson	Ambassador Areson and representatives from the ZBA, Planning Board and Housing Authority met six times since August 2022 with the town planner/land use counsel, with the town manager attending the first session. The group created a spreadsheet of ideas for expanding housing opportunities and set priorities. After the last meeting, in February 2023, the group decided to wait until after Town Meeting to reconvene because of the request for a housing coordinator.	ONGOING  Next steps include: The ad hoc group will reconvene and revise its list of actions, based on Town Meeting decisions and expected action at the Special Town Meeting in October.



	<i>The Select Board will initiate a revised cost estimate of a multi-phased approach for a new Department of Public Works Facility at a yet to be determined site in the FY2024- FY2028 Capital Improvement Plan. By December 31, 2022, the Town Manager will work with the Public Works Director to welcome the public to site visits of the current Public Works Facility via in-person visits and virtual visits.</i>	D	Robert Weinstein	NEW: Staff secured revised cost estimates and presented on three locations to the Select Board. Two open house visits have been held for the public, and a cost analysis comparing four sites has been completed. Staff has solicited consultants to complete a peer review of the cost estimates. More open houses have been scheduled and a virtual open house is expected in July.	ONGOING  Next steps include: Review Peer Review results Pursue next steps identified by Director Cabral at May 23, 2023 SB Meeting
	<i>The Select Board will promote the Local Comprehensive Planning Committee and process along with the work of the Economic Development Committee and encourage community participation and will provide regular updates. <b>(CONTINUED)</b></i>	A, D	Susan Areson	Ambassador regularly attends meetings of the LCPC and EDC and provides updates. The Talk to Us Truro Community Survey was completed and results presented to the groups. An Economic Development Committee Economic Summit was held on June 16, 2022 and forums targetting different sectors of the economy were held. The LCPC prepared and is distributing postcards for more public feedback. An in-person forum was held on Oct. 15.  NEW: LCPC work is on track to present LCP to 2023 Special Town Meeting. Economic Development Committee's Report is complete and will be presented at June 13, 2023 Select Board meeting.	ONGOING  Next steps include: Ambassador to continue current efforts. Select Board will vote to adopt the Economic Development Committee's report (target date: June 27, 2023). LCP to be approved at 2023 Fall Special Town Meeting.
	<i>The Select Board will rework, update and set clearer objectives in Policy 54 and Policy 31, and will work to enhance compliance. <b>(CONTINUED)</b></i>	E	Susan Areson	Preliminary discussions held at Board Meetings. In progress.	ONGOING  Next steps include: Ambassador will finalize the draft revised policies for consideration by the Board and the Board can work to identify potential ways to increase compliance.
<b>UPDATED OBJECTIVE</b>	<i>Through the Town of Truro representatives and in concert with the Provincetown Water &amp; Sewer Board, the Select Board will support intermunicipal collaboration to determine safe yield estimates for the purpose of developing a water resources management plan. In addition, invite current/future stakeholders &amp; intermunicipal staff to more frequent (2x per year) Select Board updates to discuss shared planning, future water supply protection, and for development of new source(s)</i>	A, C, D, E	John Dundas	Ambassador appointed to Provincetown Water & Sewer Board. Joint Water Meeting scheduled for October 24, 2022. Staff of Provincetown and Truro have started meeting to discuss capacity and planning to build capacity for the municipal water line.  NEW: Truro and Provincetown held a joint water meeting on October 24, 2023 to discuss short-, medium- and long-term water demands of both towns; to receive the Provincetown Water Department's Report; and to hear Water Resources Consultant Scott Horsley's Report on Recharge and Watershed. Additionally, in November 2022, a reserve fund transfer was approved and the Select Board approved participation in an analysis of Provincetown and Truro's future water demand.	SUBSTANTIALLY COMPLETE  Next steps include: Receiving the water demand analysis. Ambassador may wish to begin to draft objectives/ steps to help encourage full cycle water usage.
	<i>The Select Board will provide resources in the FY2023 budget to increase the digitization of town services and records, and address cybersecurity and will lay the groundwork for a five-year digitization and cyber security plan that will be initiated in FY2024. The Select Board Ambassador working with the Town Manager and IT Director will provide an outline to present at a Select Board meeting prior to beginning the FY2024 Budget Process.</i>	A, D, E	John Dundas	Town Clerk Fullerton submitted grants for digitization and records storage to the CPC and the Community Compact Grant Program. Digitization efforts included in the 2022 Annual Town Meeting Warrant: Clerk/ Planning record digitization, additional financial transparency and budgeting software modules, building permit software, and CPA request for digitizing Town records.  NEW: The FY2024 Budget Process is complete and included funding for some new digitization efforts. The budget process also included a pilot effort for creating departmental budgets in the new budget module of the Town's financial transparency software. The digitization of Clerk/ Planning records is on hold while a new Town Clerk is recruited. The procurement process was completed and the next step will be to finalize contract terms and identify priority records.	ONGOING  Next steps include: Implementation of the digitization projects already funded. Tasking department heads with identifying department functions that are digitized and prioritizing areas that should be digitized in the future to develop the five-year plan. Creating a template for the 5-year plan.
	<i>The Select Board will task the Economic Development Committee with inviting the Massachusetts Cultural Council to present to the Select Board, Economic Development Committee and the Truro Cultural Council on the process of creating a designated cultural district in Truro. (Continued into FY2023)</i>	A	Kristen Reed	Town Planner Carboni, Member Areson and Chair Reed have been communicating with the EDC and the Massachusetts Cultural Council and are reviewing the materials provided by the MCC. An MCC representative visited Truro to get a visual of the area that may be considered to be designated as a cultural district.	ONGOING  Next steps include: Identifying a meeting date for a presentation by a representative of MCC, or by Town staff or a member of the EDC, on designated cultural districts.

NEW!	<i>The Select Board will appoint a task force of local experts and staff and two members of the Select Board to examine recurrent revenue generation options resulting in a detailed report and recommendations for both short-term and long-term implementation to the Select Board by April 1, 2024.</i>	A, B	Kristen Reed		
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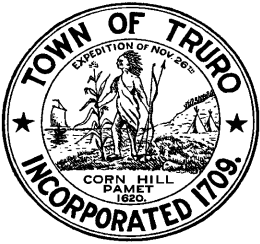
DRAFT

Obj #	Objective	Goal(s) Addressed	Select Board Ambassador	Present Status	Next Steps
1	<p>To maintain vital EMS services on the Outer Cape the Select Board will support a workplan and synchronized transition plan to include 1) establish a plan and timeline for the Town to provide EMS services without the auxiliary support of Lower Cape with the support of a consultant; 2) hire the four paramedics approved at Annual Town Meeting; 3) collaborate with Lower Cape Ambulance Association and Provincetown to meet the plan and timeline and prepare a contract that will facilitate this plan and timeline; 4) evaluate potential areas for regionalization.</p>	D, E	Robert Weinstein	<p>Override presented for (4) firefighter/ paramedics at 2022 Town Meeting and Town Election ballot. Study complete. Report presented at April 12, 2022 Select Board Meeting. Staff members are meeting regular with Provincetown staff members and members of Lower Cape Ambulance to identify short- and long- term transition plans.</p> <p>NEW: Staff prepared a plan and timeline for implementing an EMS model without the auxiliary support of Lower Cape and crafted three related Town Meeting articles. All three articles passed at Town Meeting and the override for (4) new firefighter/paramedics and (1) EMS Administrator passed at the ballot. The plan and articles included short-term, transitional, and long-term plans, with an eye toward addressing recruitment challenges. Three new employees have been hired this quarter and interviews are underway for the other openings. The Communications &amp; Marketing Coordinator is coordinating recruitment efforts.</p> <p>Staff has met regularly with LCAA and Provincetown and will bring a contract and three-entity agreement forward at the June 27, 2023 meeting for short-term supplemental ALS support. Collective Bargaining Agreement with Truro Permanent Firefighters successfully negotiated, resulting in key incentives for encouraging existing staff to obtain paramedic certification and to recruit candidates. Travelling Paramedics will be used to provide supplemental support during transition.</p>	<p>SUBSTANTIALLY COMPLETE</p> <p>Next steps include: Continued recruitment, onboarding, and training. Approval of LCAA Contract and Inter-Agency Agreement at June 27, 2023 SB Meeting. Approval of Traveling Paramedic Contract and implementing travelling paramedic program.</p>
2	<p>The Select Board will direct staff to apply for ARPA funds for the Broadband Needs Assessment Study by October 1, 2022.</p>	A, D, E	John Dundas	<p>NEW: Staff presented to the Board on this in June 2022. Staff solicited a consultant and has a quote available. ARPA funds of the initial ARPA allotment are available to fund the needs assessment.</p>	<p>ONGOING</p> <p>Next steps include: Engage Cable &amp; Internet Advisory Committee on the Needs Assessment. Town Manager to authorize contract with consultant. Consultant to conduct Needs Assessment. Consultant to report results at a future joint meeting between the Select Board and the Cable &amp; Internet Advisory Committee.</p>
3	<p>The Select Board will review all Town owned land to assess possibilities for municipal use, housing, economic development, open space, and/or possible disposition to be completed by October 1, 2022. <b>(CONTINUED)</b></p>	A, B	Kristen Reed	<p>The Select Board held a work session to discuss the use of Town-owned land in August and then voted in a regular meeting to designate 25 South Highland Road for permanent placement of Town-owned structures for the purpose of Town employee housing and to begin a master planning process for 0 Quail Ridge Road. In September, the Board voted to commit \$433,824 of Affordable Housing Trust Funds for the purpose of moving Town-owned and donated housing structures to 25 South Highland Road and to authorize the Town Manager to initiate the relocation of the structures.</p> <p>NEW: Staff secured \$900,000 to move existing dwellings to 25 South Highland Road. Bid for moving dwellings complete. SB will consider Town-owned parcels that should be transferred to CCNS as part of the required land exchange at the June 13, 2023 meeting.</p>	<p>SUBSTANTIALLY COMPLETE</p> <p>Next steps include: Continue to prioritize needs and identify which potential Town-owned parcels could meet said needs.</p>
4	<p>The Select Board will review the efficacy of and the participation in the childcare voucher program by November 30, 2022 and will make recommendations for the 2023 Annual Town Meeting and the FY2024 budget process By December 31, 2022.</p>	A, D, E	Stephanie Rein	<p>Voucher Program administration procured and first half applications are currently being accepted. The deadline to apply for the first half funds is October 31, 2022. After the first half application period is closed and applications are processed and approved, the administrator will provide a report.</p> <p>NEW: Program Administrator provided update on success of the FY23 program. Town Meeting override and ballot question for community sustainability programs passed making program permanent. Staff is presenting eligibility requirements for SB approval at June 13, 2023 meeting and will solicit a program administrator upon approval.</p>	<p>SUBSTANTIALLY COMPLETE</p> <p>Next steps include: SB approval of eligibility requirements at June 13, 2023 meeting Solicitation of program administrator Advertisement of program and application deadlines Fielding and forwarding of applications</p>

	<p>The Select Board will support and encourage projects that protect and restore our coastal environment including these current and ongoing projects:</p> <p>A) Pamet River Tidal Flow Restoration and Watershed Study  5 B) East Harbor Culvert Replacement  C) Mill Pond and Eagle Creek Repairs and Improvement  D) Little Pamet Watershed Study and Culvert Repair  E) Coastal Management  <b>(CONTINUED)</b></p>	C	Stephanie Rein	<p>NEW:  A-D) Updates on environmental projects are provided by the DPW Director during the staff updates portion of Select Board meetings periodically.  Highlight: Eagle Neck Creek Bridge reopened on 10/7/22, post project environmental monitoring will continue through 2027. East Harbor culvert replacement has been completed, post project environmental monitoring will continue through 2027. Mill Pond culvert replacement is in the final design and permitting phase. Construction for Mill Pond is a minimum of two years away. Pamet River restoration, and little Pamet watershed study and culvert replacement projects are in the preliminary design and additional modeling phase. All Pamet River related projects will move forward together, and are funded by NOAA.  E) The final project report for the Outer Cape project “increasing coastal resiliency through Intermunicipal Shoreline management” was issued by the Center for Coastal Studies on June 14, 2022. Deliverables for phase 2 include assessment to identify locations for potential salt-marsh migration; an inventory of the low lying roads in the 4 town project area; development of a regional sand banking database; and, development of management approach for the littoral cells of our shoreline; each of these topics were developed as an interactive geospatial dataset in the Regional Shoreline Management geodatabase. In spring of 2022, the CCS held 3 public outreach sessions about the underlying processes that drive coastal change. The Outer Cape towns are partnering with the Center for Coastal Studies to continue the Shorefront Management project and have submitted an application for a third CZM Coastal Resiliency grant. The municipal staff team continues to look for other grant sources to develop the organizational framework for the management plan itself.</p>	<p>ONGOING</p> <p>These are long-term projects with design, planning, construction and monitoring requirements that require multiple month/year timelines.</p> <p>Public Works Director Cabral and Health/ Conservation Agent Beebe continue to monitor and move forward these projects.</p>
6	<p>To improve Town employee recruitment and retention the Select Board will implement and integrate the findings of the comprehensive compensation analysis and enter into associated Collective Bargaining Agreement negotiation and Non-union personnel reclassifications.</p>	A, D	Kristen Reed	<p>Analysis is complete and will be presented at the end of June 2022. Implementation plans and CBA negotiations are in progress.</p> <p>NEW: Classification and Compensation Study is finalized and implemented with all four collective bargaining units as part of negotiations. All four agreements have been ratified. Implementation of new pay schedules for union and non-union personnel is substantially complete.</p>	<p>SUBSTANTIALLY COMPLETE</p> <p>Next steps include:  Implementation of FY24 rates and cost-of-living increase will be implemented July 1, 2024.</p>
7	<p>The Select Board will work with the Walsh Property Community Planning Committee and the Local Comprehensive Plan Committee to build on areas of common ground and build consensus on the specific initiatives and a more general vision for Truro with special consideration of the Housing Needs Assessment and Housing Production Plan.</p>	A, B, C, D, E	Susan Areson	<p>The Talk to Us, Truro Community Survey culminated in a joint meeting to review the survey results in April, which was very productive and collaborative. Staff anticipates that chairs of LCP, WPCPC, EDC, and Housing Authority will work together in some capacity moving forward. The Housing Needs Assessment and Housing Production Plan are expected to be complete this fall.</p> <p>NEW: The Housing Needs Assessment and Housing Production Plan are complete and were presented to the Select Board, Planning Board and Conservation Commission. Final votes to adopt are needed by the Planning Board and the Select Board.</p>	<p>ONGOING</p> <p>Next steps include:  Once the Housing Production Plan is adopted, a 2-step process is proposed:  1) The Board liaisons to the LCPC and WPCPC should meet with the chairs of WPCPC, LCPC and Housing Authority to outline recommendations.  2) A work session could be held to discuss the recommendations with the full SB and representatives of WPCPC, Housing Authority and LCPC.  3) LCP and Walsh Plans are expected to be considered at 2023 Fall Special Town Meeting.</p>
8	<p>The Select Board will work with the Housing Authority and the Housing Consultant to develop a Housing Playbook by June 30, 2023</p>	A, B, D, E	Kristen Reed	<p>Preliminary discussions held to determine if the Playbook could be included as part of the Housing Needs Assessment that is being prepared by the consultant.</p> <p>NEW: The Consultant who prepared the Housing Needs Assessment and Housing Production Plan was contacted to discuss the scope of work related to developing a housing playbook. A quote and general scope of work and associated timeline was provided but will need further detail to ensure the Playbook adequately addresses this objective. Upon finalizing this scope of work, the project will take approximately 3 months to complete.</p>	<p>ONGOING</p> <p>Next steps include:  Finalizing scope of work  Entering into contract with consultant</p>
9	<p>Upon completion of the Local Comprehensive Plan, the Select Board and Town Manager will work jointly to create a Town mission statement. (Continued into FY2023)  <b>(CONTINUED)</b></p>	D	Susan Areson	<p>Pending completion of the LCP.</p>	<p>ONGOING</p> <p>Begin process in winter/spring 2023 (LCP to go to 2023 Annual Town Meeting)</p>

10	<i>The Select Board will provide support to and collaborate with the Climate Action Committee and the Energy Committee in the creation of a Climate Action Plan for the Town of Truro, as well as to work with the Climate Action Committee to develop a policy memorandum that facilitates and guides progress in all relevant areas toward a "Net Zero Truro" by 2050, and will ask for updates at least twice per year. The Board will also revise the charges of the Energy Committee and the Climate Action Committee to incorporate the directives from Article 53 of the 2022 Annual Town Meeting.</i>	A, C, D, E	Stephanie Rein	A Work Session with the CAC was held on October 8, 2021. The CAC drafted a list of objectives from the Workshop.	ONGOING  Next steps include: Work with CAC to draft a policy memorandum that will be presented to the Select Board for review and discussion. Draft revised charges of CAC and EC to include directives from Article 53.
11	<i>The Select Board will submit a letter each to the Planning Board and the Economic Development Committee by December 31, 2022 outlining the Select Board's priorities in housing, zoning, land use and economic development in an effort facilitate collaboration and joint efforts. <b>(CONTINUED)</b></i>	A, B, C	John Dundas	NEW: Member Dundas presented a draft letter to the Select Board in December 2022. The Board determined that they would like to re-visit the letter in June so that it could be sent in July 2023.	ONGOING  Next steps include: Further discussion among the Board to determine consensus on the Board's priorities and what should be included in the letter. Draft revised letter(s) and present to Select Board. Send letter(s) to appropriate boards
12	<i>The Select Board will review the Senior Needs Assessment, invite feedback from the community on specific programs and services requested, and explore the feasibility and the cost and social impact of expanding services and programs for seniors to inform the FY2024 budget process. (Continued into FY2023) <b>CONTINUED</b></i>	A, D, E	Stephanie Rein	NEW: Community Services Deputy Director: Council on Aging and Outreach Coordinator were hired. Recruitment still underway for Office Assistant position.	ONGOING  Ambassador and Deputy Director will each review existing Senior Needs Assessment and programming and will determine if an updated assessment should be completed, and will then work with the COA Board to move this objective forward.
13	<i>The Select Board will hold joint work sessions with participation from the Truro Housing Authority, Planning Board and Zoning Board of Appeals to develop housing initiatives that will diversify the range of seasonal, year-round and transitional housing for people of varying income levels and will develop related articles for the 2023 Annual Town Meeting. The Select Board will provide an update on these efforts at least semi-annually.</i>	B, D	Susan Areson	A round table session was led by Ambassador Areson in March that included the chairs of the Planning Board, the Zoning Board of Appeals, and the Truro Housing Authority, plus the Town Manager and the Town Planner/ Land Use Counsel. The group determined the framework for collaboration in the future and met a second time in this fiscal year and discussed ideas for expanding housing availability.	ONGOING  Next steps include: Convening joint meetings or round table group to prepare articles.
14	<i>The Select Board will initiate a revised cost estimate of a multi-phased approach for a new Department of Public Works Facility at a yet to be determined site in the FY2024- FY2028 Capital Improvement Plan. By December 31, 2022, the Town Manager will work with the Public Works Director to welcome the public to site visits of the current Public Works Facility via in-person visits and virtual visits.</i>	D	Robert Weinstein	NEW: Staff secured revised cost estimates and presented on three locations to the Select Board. Two open house visits have been held for the public, and a cost analysis comparing four sites has been completed. Staff has solicited consultants to complete a peer review of the cost estimates. More open houses have been scheduled and a virtual open house is expected in July.	ONGOING  Next steps include: Review Peer Review results Pursue next steps identified by Director Cabral at May 23, 2023 SB Meeting
15	<i>The Select Board will promote the Local Comprehensive Planning Committee and process along with the work of the Economic Development Committee and encourage community participation and will provide regular updates. <b>(CONTINUED)</b></i>	A, D	Susan Areson	Ambassador regularly attends meetings of the LCPC and EDC and provides updates. The Talk to Us Truro Community Survey was completed and results presented to the groups. An Economic Development Committee Economic Summit was held on June 16, 2022 and forums targetting different sectors of the economy were held. The LCPC prepared and is distributing postcards for more public feedback. An in-person forum was held on Oct. 15.  NEW: LCPC work is on track to present LCP to 2023 Special Town Meeting. Economic Development Committee's Report is complete and will be presented at June 13, 2023 Select Board meeting.	ONGOING  Next steps include: Ambassador to continue current efforts. Select Board will vote to adopt the Economic Development Committee's report (target date: June 27, 2023). LCP to be approved at 2023 Fall Special Town Meeting.

16	<i>The Select Board will rework, update and set clearer objectives in Policy 54 and Policy 31, and will work to enhance compliance. (CONTINUED)</i>	E	Susan Areson	Preliminary discussions held at Board Meetings. In progress.	ONGOING  Next steps include: Ambassador will finalize the draft revised policies for consideration by the Board and the Board can work to identify potential ways to increase compliance.
17	<i>Through the Town of Truro representatives to the Provincetown Water &amp; Sewer Board, the Select Board will encourage steps toward full cycle water usage for Provincetown and Truro, and a status report will be given at least annually at the Select Boards' joint meeting. The Town's Water Resources Consultant may be invited to participate.</i>	A, C, D, E	John Dundas	Ambassador appointed to Provincetown Water & Sewer Board. Joint Water Meeting scheduled for October 24, 2022. Staff of Provincetown and Truro have started meeting to discuss capacity and planning to build capacity for the municipal water line.  NEW: Truro and Provincetown held a joint water meeting on October 24, 2023 to discuss short-, medium- and long-term water demands of both towns; to receive the Provincetown Water Department's Report; and to hear Water Resources Consultant Scott Horsley's Report on Recharge and Watershed. Additionally, in November 2022, a reserve fund transfer was approved and the Select Board approved participation in an analysis of Provincetown and Truro's future water demand.	SUBSTANTIALLY COMPLETE  Next steps include: Receiving the water demand analysis. Ambassador may wish to begin to draft objectives/ steps to help encourage full cycle water usage.
18	<i>The Select Board will provide resources in the FY2023 budget to increase the digitization of town services and records, and address cybersecurity and will lay the groundwork for a five-year digitization and cyber security plan that will be initiated in FY2024. The Select Board Ambassador working with the Town Manager and IT Director will provide an outline to present at a Select Board meeting prior to beginning the FY2024 Budget Process.</i>	A, D, E	John Dundas	Town Clerk Fullerton submitted grants for digitization and records storage to the CPC and the Community Compact Grant Program. Digitization efforts included in the 2022 Annual Town Meeting Warrant: Clerk/ Planning record digitization, additional financial transparency and budgeting software modules, building permit software, and CPA request for digitizing Town records.  NEW: The FY2024 Budget Process is complete and included funding for some new digitization efforts. The budget process also included a pilot effort for creating departmental budgets in the new budget module of the Town's financial transparency software. The digitization of Clerk/ Planning records is on hold while a new Town Clerk is recruited. The procurement process was completed and the next step will be to finalize contract terms and identify priority records.	ONGOING  Next steps include: Implementation of the digitization projects already funded. Tasking department heads with identifying department functions that are digitized and prioritizing areas that should be digitized in the future to develop the five-year plan. Creating a template for the 5-year plan.
19	<i>The Select Board will develop and implement a "Civility Pledge" that will be read at the beginning of all meetings of the Select Board and all Select Board- appointed boards, committees and commissions, and will request that elected boards do the same. (Continued into FY2023) (CONTINUED)</i>	D, E	Susan Areson	The Select Board discussed an initial version of the pledge. Ambassador Areson prepared a revised version that is ready for review and further discussion.  NEW: On March 7, 2023 the Massachusetts Supreme Judicial Court ruled that a public comment policy or "civility restraint," used by the town of Southborough violates the free speech rights codified in the Massachusetts Constitution.	ONGOING  Next steps include: In light of the SJC decision, the Board may wish to hold further discussion about ways to modify the draft version of the pledge or to modify this objective entirely.
20	<i>The Select Board will task the Economic Development Committee with inviting the Massachusetts Cultural Council to present to the Select Board, Economic Development Committee and the Truro Cultural Council on the process of creating a designated cultural district in Truro. (Continued into FY2023)</i>	A	Kristen Reed	Town Planner Carboni, Member Areson and Chair Reed have been communicating with the EDC and the Massachusetts Cultural Council and are reviewing the materials provided by the MCC. An MCC representative visited Truro to get a visual of the area that may be considered to be designated as a cultural district.	ONGOING  Next steps include: Identifying a meeting date for a presentation by a representative of MCC, or by Town staff or a member of the EDC, on designated cultural districts.



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** DPW

**REQUESTOR:** Jarrod J. Cabral, DPW Director & Brian Boyle, Energy Committee Chair

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Select Board Policy 43 and Policy 55

**EXPLANATION:** An “electric first” clause has been added to Policy 43: Vehicle Maintenance and Replacement, and Policy 55: Replacement of Police Vehicles, that requires electric vehicles and equipment to be the first option considered when purchasing new or replacement vehicles or equipment. These proposed policy revisions were crafted by the Energy Committee in consultation with Public Works Director Cabral. Police Chief Calise’s feedback was also requested.

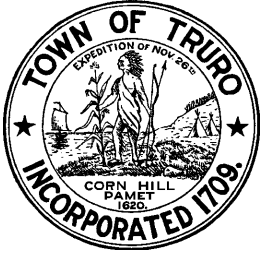
**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** May negatively impact Green Community status and grant availability. The Board’s policies will not be reflective of best practices to lower carbon emissions.

**SUGGESTED ACTION:** *MOTION TO revise Select Board Policy 43: Vehicle Maintenance and Replacement, and Policy 55: Replacement of Police Vehicles, as proposed and to electronically sign.*

**ATTACHMENTS:**

1. Select Board Policy 43
2. Select Board Policy 43-redlined
3. Select Board Policy 55
4. Select Board Policy 55-redlined



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

Tel: (508) 349-7004 Fax: (508) 349-5505

## POLICY MEMORANDUM #43

Date: Adopted January 19, 2010; Revised November 14, 2017; September 13, 2022; June 23, 2023

*\*This policy was revised at the September 13, 2022 Select Board meeting solely to reflect the titles used in the Town Charter for the Town Manager and Select Board and to modify language to be gender neutral. No changes were made to the content of the Policy at that meeting.*

Subject: **VEHICLE MAINTENANCE AND REPLACEMENT**

Vehicles of the Town of Truro shall be maintained at a safe operating level to ensure the overall efficiency of the department and the safety of the employees who operate them. As such, vehicles will be recommended to be replaced as warranted. In an effort to prepare financially for foreseeable replacements, department heads, in coordination with the Town Manager, should propose an estimated replacement schedule for vehicles needing replacement in the five subsequent years in the Capital Improvement Plan each year.

When a Department Head deems that a vehicle should be replaced, the following steps shall be followed:

- a. The Department Head or his designee shall request that the mechanic assigned to the DPW examine the vehicle and complete the Vehicle Service Check Form. The mechanic should consider the safety of the vehicle, as well as whether repairs to the vehicle would be economical, in conference with the Director of Public Works. The mechanic may report the following:
  1. The vehicle is safe to continue in service.
  2. The vehicle should be removed from service until repaired.
  3. The vehicle should be replaced but may continue in service.
  4. The vehicle should be replaced and should be removed from service.
- b. The Department Head shall then review and sign the inspection form.
- c. The form will then be available for review upon the Department Head's request for additional funding for repairs or for a replacement vehicle.
- d. Purchase of electric vehicles and equipment should be considered first when new or replacement vehicles or equipment are requested by the Department Head, provided the electric option is economically viable on a total cost of ownership basis, capable of providing the necessary level of service, and reasonable accommodations can be made to charge the vehicles. Exemptions to the electric vehicle first policy include select emergency management and public works vehicles that may need to remain fossil fuel powered in the event of a prolonged power outage.



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Kristen Reed, Chair

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Susan Areson, Vice-Chair

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John Dundas, Clerk

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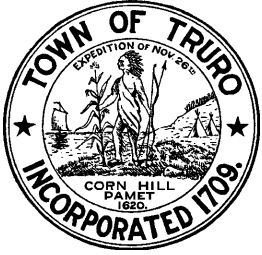
Robert Weinstein

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Stephanie Rein

Select Board  
Town of Truro

DRAFT



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

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## POLICY MEMORANDUM #43

Date: Adopted January 19, 2010; Revised November 14, 2017; ~~rev~~ September 13, 2022; **June 29, 2023**

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  2. The vehicle should be removed from service until repaired.
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- b. The Department Head shall then review and sign the inspection form.
- c. The form will then be available for review upon the Department Head's request for additional funding for repairs or for a replacement vehicle.
- d. **Purchase of electric vehicles and equipment should be considered first when new or replacement vehicles or equipment are requested by the Department Head, provided the electric option is economically viable on a total cost of ownership basis, capable of providing the necessary level of service, and reasonable accommodations can be made to charge the vehicles. Exemptions to the electric vehicle first policy include select emergency management and public works vehicles that may need to remain fossil fuel powered in the event of a prolonged power outage.**

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Kristen Reed, Chair

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Susan Areson, Vice-Chair

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John Dundas, Clerk

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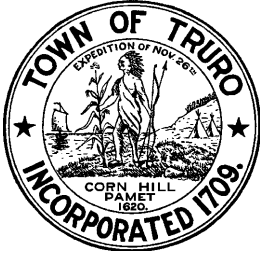
Robert Weinstein

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Stephanie Rein

Select Board  
Town of Truro

DRAFT



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666  
Tel: (508) 349-7004 Fax: (508) 349-5505

## POLICY MEMORANDUM #55

Date: February 10, 2015; Revised November 28, 2017; September 13, 2022; June 29, 2023

*\*This policy was revised at the September 13, 2022 Select Board meeting solely to reflect the titles used in the Town Charter for the Town Manager and Select Board and to modify language to be gender neutral. No changes were made to the content of the Policy at that meeting.*

Subject: **Replacement of Police Vehicles**

Public Safety is one of the most important services provided by the Town of Truro. The Select Board recognizes that the Truro Police Department must be provided the resources to maintain a fleet of vehicles that is of the appropriate number and condition to meet the public safety needs of the Town. The Police Department’s vehicles must be safe to drive, available when needed and maintained at a reasonable cost.

Based on past experience, the typical police vehicle should be replaced every four years. Accordingly, the Truro Select Board supports the Police Departments recommendation to maintain a fleet of seven vehicles and barring unusual circumstances, the Department should replace up to two vehicles per year, as part of the Town’s Capital Outlay Business Practices.

Vehicles identified for replacement will be based upon condition and the joint recommendation of the Town’s Mechanic and the Chief of Police. Vehicle replacement needs and fleet size beyond the above criteria would require justification by the Chief of Police and recommendation by the Select Board for approval by Town Meeting.

Purchase of electric patrol vehicles should be considered first when new or replacement vehicles are requested by the Chief of Police, provided the electric option is economically viable on a total cost of ownership basis, capable of providing the necessary level of service, and reasonable accommodations can be made to charge the vehicles. Exemptions to the electric vehicle first policy include select emergency management vehicles that may need to remain fossil fuel powered in the event of a prolonged power outage.

\_\_\_\_\_  
Kristen Reed, Chair

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Susan Areson, Vice-Chair

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John Dundas, Clerk

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Robert Weinstein

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Stephanie Rein

Select Board

DRAFT



# TOWN OF TRURO

P.O. Box 2030, Truro MA 02666

Tel: (508) 349-7004 Fax: (508) 349-5505

## POLICY MEMORANDUM #55

Date: February 10, 2015; Revised November 28, 2017; **September 13, 2022; ~~rev-9/13/2022, Revised June 29, 2023~~**

*\*This policy was revised at the September 13, 2022 Select Board meeting solely to reflect the titles used in the Town Charter for the Town Manager and Select Board and to modify language to be gender neutral. No changes were made to the content of the Policy at that meeting.*

Subject: **Replacement of Police Vehicles**

Public Safety is one of the most important services provided by the Town of Truro. The Select Board recognizes that the Truro Police Department must be provided the resources to maintain a fleet of vehicles that is of the appropriate number and condition to meet the public safety needs of the Town. The Police Department’s vehicles must be safe to drive, available when needed and maintained at a reasonable cost.

Based on past experience, the typical police vehicle should be replaced every four years. Accordingly, the Truro Select Board supports the Police Departments recommendation to maintain a fleet of seven vehicles and barring unusual circumstances, the Department should replace up to two vehicles per year, as part of the Town’s Capital Outlay Business Practices.

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\_\_\_\_\_  
Kristen Reed, Chair

\_\_\_\_\_  
Susan Areson, Vice-Chair

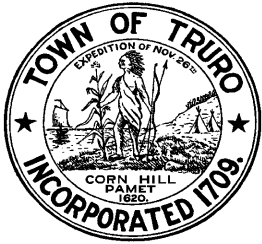
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John Dundas, Clerk

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Robert Weinstein

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Stephanie Rein

Select Board

DRAFT



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Fire and Rescue Department

**REQUESTOR:** Darrin Tangeman, Town Manager, Tim Collins, Fire Chief

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Vote to Approve Traveling Paramedic Contract

**EXPLANATION:** With the approval of free cash transfer at 2023 Annual Town Meeting for Article 6, Section 14, at Town Meeting, the Town intends to enter into a contract to source short-term Emergency Medical Service supplemental support (Traveling Paramedics) as the Fire & Rescue Department begins to transition to a service-provision model where the department operates without the supplemental support of Lower Cape Ambulance. This paramedic support will ensure adequate service provision throughout the transition as the Town recruits full-time Firefighter Paramedics to fill the open positions approved at Town Meeting. This support is intended to augment the existing support provided by Lower Cape Ambulance so that the Town can ensure this critical and lifesaving service is delivered to our community during this 18-24 month transition to an independent ALS Transport service.

**FINANCIAL SOURCE (IF APPLICABLE):** \$457,335.00 of the \$706,000.00 approved for the 2023 ATM Free Cash Transfer, Article 6, Section 14.

**IMPACT IF NOT APPROVED:** Traveling paramedics will not be sourced to support ALS transport for the Town of Truro

**SUGGESTED ACTION:** *Motion to approve contract to secure traveling paramedic services to support the provision of ALS Transport service for the Town of Truro and authorize the Town Manager to sign the Best Practice Medicine contract.*

**ATTACHMENTS:**

1. Best Practice Medicine Contract



## **Staffing Services Agreement**

### **1. Parties and Effective Dates.**

- 1.1.** The parties to this Staffing Services Agreement (“Agreement”) are Best Practice Medicine (“Staffing Company”) and the Town of Truro (“Client”) and sometimes referred to hereinafter as a “Party” or collectively “Parties.”
- 1.2.** This Agreement is effective beginning on June 26, 2023 and shall remain in effect continuously until December 22, 2023, unless terminated earlier by either Party pursuant to Section 9.11 of this Agreement. Should the Parties continue to work together after June 26, 2023 the terms of this Agreement shall apply and continue on a month to month basis unless a termination pursuant to Section 9.11 of this Agreement is exercised.
- 1.3.** This is an agreement for and concerning the provision of staffing services by Staffing Company to Client for compensation. Client desires to engage Staffing Firm to provide such services due to staffing shortages caused by the national paramedic/EMT shortage. Nothing in this Agreement should be construed to mean Staffing Company and Client are partners, are a joint enterprise, are joint venturers, are agents of each other, or that either is the agent of the other.

### **2. Staffing Services.**

- 2.1.** Staffing Company shall supply to Client qualified employees of Staffing Company to perform work for and on behalf of Client according to the assignments and job descriptions requested by the Client at the rates set forth in Exhibit “A” hereto (“Assigned Employees”). Any and all assignment(s) of Assigned Employees by Staffing Company to Client shall be pursuant to and subject to the terms of this Agreement. A qualified employee is an individual who, in addition to having requisite credentials, has been subject to a CORI check under Massachusetts law or comparable procedure under the laws of another state.
- 2.2.** Staffing Company shall timely pay Assigned Employees weekly based upon time records either made and kept by Client or, if made and kept by Staffing Company, based upon time records approved by Client all wages earned during the preceding seven-day pay period less required federal and state withholdings and less any other withholdings authorized by an Assigned Employee or otherwise required. The term “time records,” means records of hours worked by Assigned Employees. Client represents and warrants such time records accurately state all hours worked by Assigned Employees during the applicable pay period and that Client has not permitted any Assigned Employee to work any period of time not recorded on time records.
- 2.3.** Staffing Company shall timely report to federal and state taxing authorities the wages and withholdings of Assigned Employees and timely remit to such taxing authorities required withholdings.
- 2.4.** Staffing Company shall maintain or caused to be maintained statutorily required workers

compensation insurance covering all Assigned Employees and shall administer claims for workers compensation benefits made by Assigned Employees.

**3. Payment for Staffing Services Provided.**

- 3.1.** For the time period specified in the attached Statement of Work, Staffing Company guarantees the agreed upon rates for the staffing services provided to Client pursuant to this Agreement. However, in the event of certain increases in the costs incurred by Staffing Company to provide such staffing services, such as increase(s) of the federal, state, or locally required minimum wage, of the Federal Unemployment Tax (“FUTA”), of the Federal Insurance Contributions Act tax (“FICA”), of the State Unemployment Insurance tax (“SUI”), of workers compensation premiums, of any employment benefits required by federal, state, or local laws or regulations, and/or the inclusion of any Assigned Employees as part of any collective bargaining unit, Staffing Company shall be entitled to increase any agreed upon rates by an amount or amounts commensurate with any such increased costs incurred by Staffing Company.
- 3.2.** Staffing Company shall submit to Client each week or as otherwise agreed by Staffing Company and Client in writing an invoice or invoices for staffing services provided pursuant to this Agreement. Client shall pay to Staffing Company within thirty (30) days of the date Client receives such invoice(s) or as otherwise agreed in writing the full amount of such invoice(s) by ACH transfer of funds to Staffing Company. Client shall provide point of contact information for accounts payable department.
- 3.3.** Any undisputed invoice(s) not paid by Client in full within thirty (30) days of the date any undisputed invoice(s) are submitted by Staffing Company to Client, shall be subject to a charge of interest at the rate of one and one-half percent (1 ½%) per month of the unpaid amount(s). The term “undisputed invoice” means any invoice that correctly states based on time records submitted to Staffing Company by Client and/or approved by Client the number of hours worked by Assigned Employees during the applicable pay period at the agreed upon hourly rates of pay.
- 3.4.** Should Client fail to pay to Staffing Company the full amount of any undisputed invoice(s) within thirty (45) days of the date any invoice(s) are submitted by Staffing Company to Client, Staffing Company shall have in addition to any other remedies available to Staffing Company pursuant to this Agreement or to applicable law, the right to terminate this Agreement immediately.
- 3.5.** Should the client dispute the amount of any invoice(s), Client shall timely pay to Staffing Company the undisputed amount and promptly notify Staffing Company of the disputed amount and of the basis for disputing the disputed amount. Client and Staffing Company shall then make good faith efforts to resolve the dispute informally. If the Parties are not able to informally resolve the dispute within thirty (30) days of the date Client notifies Staffing Company of the disputed amount, then either Party may pursue whatever remedy or remedies might be available pursuant to this Agreement and/or to applicable law.

**4. Management and Supervision of Employees.**

- 4.1.** As the general employer of Assigned Employees, Staffing Company shall have the exclusive authority and duty to hire, assign, counsel, reprimand, discipline, or discharge any and all Assigned Employees assigned to Client. Client shall have no such authority as to any Assigned Employee(s) or as to any Staffing Company Administrative Personnel.
  - 4.1.1. Client shall promptly forward to Staffing Company for handling exclusively by Staffing Company any and all requests for any leave or other time off work made by any Assigned Employee.
  - 4.1.2. Client shall promptly notify Staffing Company of any and all requests for a modified work schedule made by any Assigned Employee.
  - 4.1.3. Client shall promptly notify Staffing Company of any and all requests for any work accommodations made by any Assigned Employee, including, but not limited to, requests for accommodation based on any temporary or permanent disability, on any medical condition, and/or based on religious beliefs.
- 4.2.** Client may request that Staffing Company discontinue the assignment to Client of any Assigned Employee. Because the discontinuation of the assignment of an Assigned Employee could be construed to be an adverse employment action and could under some circumstances give rise to an employment related claim and to potential joint and several liability on the part of Client and Staffing Company, Client shall consult with Staffing Company about any requested assignment discontinuation so Client and Staffing Company can jointly assess whether discontinuation of the assignment is appropriate under the circumstances. Client shall not unilaterally discontinue the assignment of any Assigned Employee. In the case of misconduct or negligence on the part of such Assigned Employee, Client can remove the Assigned Employee from the shift and inform the Staffing Company immediately.
- 4.3.** Unless Staffing Company and Client expressly agree in writing, Assigned Employees and Staffing Company Administrative Personnel shall not have any authority to in any way manage, supervise, schedule, assign work, direct the work of, counsel, reprimand, discipline, or perform any human resource or administrative duties or function as to any regular employee of Client, and Client shall not call upon any Assigned Employee or any Staffing Company Administrative Personnel to do so. The term “regular employee of client” means an employee of client paid his or her wages by client and not by Staffing Company.
- 4.4.** Client shall not permit, require, or direct any Assigned Employee(s) to operate any equipment or machinery, to work in an elevated position above ground, or to perform any assignment or duties other than those specified in the applicable job description placed at the time of the job order(s).
- 4.5.** Client shall not permit, require, or direct any Assigned Employee(s) to operate any equipment or machinery of client for which the Assigned Employee(s) are not specifically trained, certified, or licensed to operate or use.
- 4.6.** Client shall not permit, require, or direct any Assigned Employee(s) to operate any

equipment or machinery not in compliance with any applicable federal, state, or local law(s) or regulation(s).

- 4.7.** Client shall make and keep any and all information and records required by any applicable federal, state, or local law(s) or regulation(s) as to any equipment or machinery that is or may be operated by any Assigned Employee(s).
- 4.8.** Client shall at all times follow Staffing Company's recommendations regarding its Illness and Injury Prevention Program and regarding periodic safety inspections to be performed by Client and/or by Staffing Company. Client shall ensure that Assigned Employees comply with the Illness and Injury Prevention Program, and Client shall promptly conduct a thorough investigation of any known or reported industrial illness or industrial injury suffered or sustained by any Assigned Employee.
- 4.9.** Client shall provide a suitable place for Assigned Employees to work, to rest, and to take meal periods in compliance with all applicable federal, state, and local laws and regulations. For example:
  - 4.9.1.** All premises and work areas shall comply with applicable requirements of the federal Occupational Safety and Health Act.
  - 4.9.2.** The temperature maintained in each work area where Assigned Employees are assigned to work shall provide reasonable comfort consistent with industry-wide standards for the nature of the process and of the work performed. If the work process creates excessive heat or humidity, Client shall take all feasible means to reduce such excessive heat or humidity to a degree providing reasonable comfort.
- 4.10.** Client shall provide to Assigned Employees at no charge any and all uniforms, safety equipment, and/or protective clothing reasonably necessary or otherwise required by Client, if any, for Assigned Employees to perform the duties or tasks Client may direct Assigned Employees to perform. Because Client provides and controls the premises and equipment or machinery thereon where Assigned Employees work, Client shall be responsible for training and compliance with all applicable federal, state, and local laws and regulations, such as the federal Occupational Safety and Health Act.
- 4.11.** Client shall ensure that any regular employee of Client who performs any supervisory or management role as to any Assigned Employee(s) is in compliance with all required sexual harassment and other pertinent training.
- 4.12.** Client shall ensure the following as to any Assigned Employees working under Client's supervision:
  - 4.12.1.** Assigned Employees shall not be permitted to perform any work before clocking in at the beginning of the workday or to perform any work after clocking out at the end of the workday.
  - 4.12.2.** Time spent by Assigned Employees to attend meetings, and/or to attend training required by Client is compensable work time under state law, and all such time must

be recorded as hours worked.

4.12.3. To the extent required by any applicable law, regulation or policy, Assigned Employees shall be provided rest periods.

4.12.4. Assigned Employees shall be provided an unpaid duty free meal period of at least thirty (30) minutes. Should an employee agree to lawfully forego voluntarily any meal period, the Client has the burden to prove existence of a valid agreement permitting the same under Massachusetts state law.

4.12.5. To the extent required by any applicable law, regulation or policy, Assigned employees shall be provided at least one day off after six (6) consecutive days of work.

4.13. Lactation Accommodation.

4.13.1. Client shall provide a reasonable amount of break time to accommodate an Assigned Employee desiring to express breast milk. The break time shall, if possible, run concurrently with any paid break time already provided to the employee.

4.13.2. Client will provide Assigned Employees with the use of a room or location to express milk in private. This room or location may be where the employee normally works. The room or location will:

4.13.2.1. not be a bathroom;

4.13.2.2. be in close proximity to the employee's work area;

4.13.2.3. be shielded from view;

4.13.2.4. be free from intrusion while the employee is expressing milk;

4.13.2.5. be safe, clean, and free of toxic or hazardous materials;

4.13.2.6. contain a surface to place a breast pump and personal items;

4.13.2.7. contain a place to sit; and

4.13.2.8. have access to electricity or alternative devices including, but not limited to, extension cords or charging stations, needed to operate an electric or battery-powered breast pump.

4.13.3. The Company will also provide access to a sink with running water and a refrigerator or cooling device suitable for storing milk in close proximity to the employee's workspace. The use of the room for lactation shall take precedence over other uses, but only for the time it is in use for lactation purposes.

4.13.4. If an Assigned Employee desires an accommodation, the employee must submit a request to Staffing Company's Human Resources Department. If a request for

accommodation is made by Assigned Employee to Client, Client shall immediately notify Staffing Company. If the Client is unable to provide break time or a location to express milk, the Client will provide a written response to the Assigned Employee's request and provide a copy of the response to Staffing Company.

**5. Reducing and Managing Risk.**

- 5.1. The Parties each shall fully comply with all applicable federal, state, and local laws and regulations.
- 5.2. Should Client become aware that or suspect that an Assigned Employee has suffered or sustained any workplace illness or injury, Client shall notify Staffing Company immediately and under no circumstances more than eight (8) hours after Client first becomes aware or suspects such a workplace illness or injury to help ensure the proper handling of any potential workers compensation claim and to help avoid the potential loss of the workers compensation exclusive remedy if applicable.
- 5.3. Should Client become aware that a current or former Assigned Employee has made or intends to make an employment related claim alleging on the part of Client and/or on the part of Staffing Company any violation of any federal, state, or local law or regulation governing employment, Client shall within 24 hours notify Staffing Company of such claim or intended claim and provide to Staffing Company copies of any writings regarding such claim(s) or intended claim(s), such as any letters or email messages asserting such claim(s), any complaints filed with any federal or state court, and any charges or complaints filed with or submitted to any federal, state, or local government agency.
- 5.4. Should Client become aware of any attempts by any person or entity to organize any of Client's regular employees or any Assigned Employees for purposes of collective bargaining (i.e., representation of a unit or units of employees by a labor union), Client shall within 24 hours notify Staffing Company of any such attempt(s) so that inadvertent violations of the National Labor Relations Act might be avoided and so that appropriate action, if any, can be taken.
- 5.5. Staffing Company shall maintain in effect at all times while this Agreement is in effect and for a period of no less than one year after the termination of this Agreement, if any, the following policies of insurance:
  - 5.5.1. Workers Compensation Insurance covering all Assigned Employees.
  - 5.5.2. Employment Practices Liability Insurance ("EPLI") with a per claim policy limit of not less than One Million Dollars (\$ 1 Million) and a self-insured retention or deductible of not more than Seventy-Five Thousand Dollars (\$75,000.00).
  - 5.5.3. Commercial General Liability ("CGL") Insurance with a per occurrence policy limit of not less than One Million Dollars (\$1,000,000.00), an aggregate policy limit of not less than Two Million Dollars (\$2 Million).
- 5.6. Client shall maintain in effect at all times while this Agreement is in effect and for a period

of no less than one year after the termination of this Agreement, if any, the following policies of insurance:

5.6.1. Workers Compensation Insurance covering all regular employees of Client.

5.6.2. EPLI with a per claim policy limit of not less than One Million Dollars (\$ 1 Million)

5.6.3. CGL Insurance with a per occurrence policy limit of not less than One Million Dollars (\$1,000,000.00), an aggregate policy limit of not less than Two Million Dollars (\$2 Million)

5.7. Insurance coverage for claims of alleged violation(s) of federal, state, or local laws and regulations governing employment can be jeopardized by untimely reporting of a covered or potentially covered claim to an applicable insurer. Therefore: each Party shall within 48 hours of the time the Party becomes aware of any employment related claim by a current or former Assigned Employee or of any circumstances that might reasonably be expected to result in an employment related claim notify the other Party in writing so that the appropriate insurer(s), if any, can be promptly notified. For example, many EPLI insurers consider complaints submitted to the CRD to be a “claim” that triggers an insured’s obligation to give notice of the “claim” to the EPLI insurer.

## **6. Indemnity.**

6.1. Staffing Company shall to the fullest extent permitted by applicable law and at Staffing Company’s sole expense defend via attorneys of Staffing Company’s choice, indemnify, and hold harmless Client and each of Client’s officials, employees, agents, representatives, successors, and permitted assigns from and against any and all claims, lawsuits, actions, administrative proceedings, arbitrations, liabilities, losses, expenses, damages, costs, interest, and expenses of whatever kind of whatever amount, including, but not limited to, attorney’s fees and costs, that arise out of: (1) any actual or alleged unlawful act or omission of any Staffing Company employee while acting under Staffing Company’s direction, direct supervision or direct control; and/or (2) any breach of this Agreement on the part of Staffing Company. Staffing Company’s obligations to defend, indemnify, and hold harmless the persons and entities to be defended, indemnified, and held harmless pursuant to this Agreement fully apply and are not negated or diminished in any way on account of any actual or alleged strict liability or any actual or alleged joint and several liability. However, the obligations of Staffing Company to indemnify and/or hold harmless the persons and entities to be defended, indemnified, and/or held harmless pursuant to this Agreement shall not apply to liability determined by a judge, a jury, or an arbitrator to be caused solely by the unlawful act or omission of such person or entity.

6.2. Client shall to the fullest extent permitted by applicable law and at Client’s sole expense defend via attorneys of Staffing Company’s choice, indemnify, and hold harmless Staffing Company and each of Staffing Company’s shareholders, officers, directors, members, employees, agents, representatives, successors, and assigns from and against any and all claims, lawsuits, actions, administrative proceedings, arbitrations, liabilities, losses, expenses, damages, costs, interest, and expenses of whatever kind of whatever amount,

including, but not limited to, attorney's fees and costs, that arise out of or are alleged to arise out of (1) any actual or alleged unlawful act or omission on the part of Client; or (2) any breach of this Agreement on the part of Client. Client's obligations to defend, indemnify, and hold harmless the persons and entities to be defended, indemnified, and held harmless pursuant to this Agreement fully apply and are not negated or diminished in any way on account of any actual or alleged strict liability or any actual or alleged joint and several liability. However, the obligations of Client to indemnify and/or hold harmless the persons and entities to be defended, indemnified, and/or held harmless pursuant to this Agreement shall not apply to liability determined by a judge, a jury, or an arbitrator to be caused solely by an unlawful act or an omission of such person or entity.

- 6.3. The obligations of Paragraphs 6.1 and 6.2 of this Agreement remain in full force and effect in the event of a termination of this agreement as to any act or omission giving rise to such an obligation or obligations occurring on or before the effective date of any termination of this Agreement.

**7. Confidentiality.**

- 7.1. Client may necessarily during the course of the service relationship between Client and Staffing Company learn of certain trade secrets, proprietary information, confidential information, and private information of Staffing Company and/or of Assigned Employees and/or of Staffing Company Administrative personnel. Except as required under the Massachusetts Public Records Law, Client shall at all times keep confidential and not disclose to other persons or entities, except as expressly required by law any such trade secrets, proprietary information, confidential information, or private information. Client is subject to the Massachusetts Public Records Law, and will comply with such law; however, should any request require disclosure of information related to Staffing Company or its Assigned Employees Client shall notify Staffing Company as soon as reasonably practicable, but no later than five (5) business days prior to disclosure to the requesting party, to permit Staffing Company to respond, object or otherwise take action to protect disclosure of information that it deems not subject such a records request.
- 7.2. Staffing Company shall likewise at all times keep confidential and not disclose to other persons or entities except as expressly required by law any trade secrets, proprietary information, confidential information, or private information of Client.
- 7.3. Staffing Company agrees that in providing the Services, Assigned Employees will have access to private and confidential information of patients that is protected by federal and state laws, including but not limited to, the Health Insurance Portability and Accountability Act and its implementing regulations ("HIPAA"). Staffing Firm agrees that solely for purposes of HIPAA compliance, Assigned Employees will be considered member of Client's "workforce" as that term is defined by HIPAA. Assigned Employees complete all required training on privacy and information security and to comply with all Client's policies and procedures related to privacy and information security, including the Code of Conduct and related policies

**8. Disclaimer of Liability.**



- 8.1. Staffing Company expressly disclaims liability for any claim, loss, or liability of any kind whatsoever resulting from any of the following:
  - 8.1.1. Client's failure to safeguard premises, processes, or systems at a standard of care no less than it would for Client's regular employees; or, without Staffing Company's express prior written consent, entrusting Assigned Employees with unattended premises, cash, checks, keys, credit cards, trade secret information, negotiable instruments, equipment, portable computers, cell phones, or other valuables.
  - 8.1.2. Client directing or permitting an Assigned Employee to use any vehicle, regardless of ownership, in connection with the performance of any duties without adding Staffing Company and/or Assigned Employees to its liability insurance. Staffing Company will conduct the requisite Department of Motor Vehicle checks for Assigned Employees and verify appropriate licensing for the Assigned Employee. Client agrees to maintain all vehicles in safe working order.
  - 8.1.3. Promises of any change of employment status made by Client to any Assigned Employee or Staffing Company Administrative Personnel.
  - 8.1.4. Claims by any person or entity relating to any product, good, or service of Client.
  - 8.1.5. Client making any substantial changes to an Assigned Employee's job assignment, job duties, or job risks without Staffing Company's prior express written consent.
  - 8.1.6. The conduct of Client's officials, employees, or agents.

**9. General Provisions.**

- 9.1. This Agreement contains the entire Agreement and understanding between the Parties concerning the subject matters hereof, and supersedes and replaces all prior negotiations, proposed Agreements, and Agreements written and oral. The Parties each acknowledge that neither any other Party, nor any agent or attorney of the other Party, has made any promise, representation or warranty whatsoever, express or implied, not contained herein concerning the subject matters hereof to induce such Party to execute this Agreement; and further acknowledge that they have not executed this Agreement in reliance upon any such promise, representation or warranty not contained herein. This Agreement shall not be changed, altered, modified, revised, amended, or suspended, except by an instrument in writing signed by the Parties.
- 9.2. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the Parties and their respective successors and assigns. This agreement shall not be assigned in whole or in part by either Party without the prior written consent of the other Party, which consent shall not be unreasonably withheld.
- 9.3. This Agreement is made and entered into in the State of Massachusetts and shall in all respects be interpreted, enforced, and governed by and under the laws of that State.
- 9.4. Headings herein have been inserted for convenience only, and shall not be considered or

referred to in resolving questions of interpretation or construction.

- 9.5. This Agreement shall be construed without regard to the identity of the persons who drafted its various provisions; each and every provision of this Agreement shall be construed as if each of the Parties participated equally in the drafting of the same, and any rule of construction that a document is to be construed against the drafting Party shall not be applicable to this Agreement.
- 9.6. Each of the Parties shall hereafter execute and deliver, or cause their respective attorneys to execute and deliver, any and all further documents and instruments, and perform any other act reasonably necessary or convenient to effectuate the terms of this Agreement.
- 9.7. Any notice required or permitted to be delivered or otherwise transmitted by one Party to another Party in connection with this Agreement shall be delivered or otherwise transmitted as follows:

- 9.7.1. If to Staffing Company, delivered or transmitted to:

Best Practice Medicine LLC  
601 Haggarty Lane Suite A  
Bozeman, MT 59715  
406-602-4202

- 9.7.2. If to Client, delivered or transmitted to

Darrin K. Tangeman, ICMA-CM  
Town Manager  
Town of Truro  
PO Box 2030  
24 Town Hall Road  
Truro, Massachusetts 02666  
508.214.0201  
dtangeman@truro-ma.gov

- 9.8. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver constitute a continuing waiver unless expressly stated in writing by the Party to be charged. In the event any one or more provisions of this Agreement shall be declared to be illegal or unenforceable, such illegality or unenforceability shall not affect the validity or the enforceability of any other provisions of this Agreement, and the illegal or invalid provisions shall be construed as limited to the minimum extent possible to cure said illegality or invalidity.
- 9.9. Each Party will be excused from a delay in performing, or a failure to perform, its obligations under this Agreement to the extent such delay or failure is caused by the occurrence of any contingency beyond reasonable control (and without any fault of) such Party. In such event, the performance times shall be extended for a period of time

equivalent to the time lost because of the excusable delay. However, if any excusable delay continues more than thirty (30) calendar days, the Party not relying on the excusable delay may, at its option (and without penalty or financial obligation of any kind), terminate this Agreement upon notice to the other Party. In order to avail itself of the relief provided in this Paragraph for an excusable delay, the Party must act diligently to remedy the cause of, or to mitigate, or to overcome such delay or failure.

- 9.10. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or otherwise unenforceable, the other provisions of this Agreement shall remain in full force and effect, and Staffing Company shall nevertheless be entitled to be paid by Client the reasonable value of the services provided by Staffing Company to client and to retain all sums paid by Client to Staffing Company.
- 9.11. This Agreement may be terminated as follows:
- 9.11.1. Any Party may terminate this Agreement with or without cause by giving to the other Party at least thirty (30) calendar days written notice of the Party's intent to terminate this agreement and of the intended effective date of such termination.
- 9.11.2. Either Party may terminate this Agreement, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party materially breaches this Agreement, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within seven (7) days after receipt of written notice of such breach; or
- 9.12. Any respective obligations of Staffing Company or of Client which by their nature would continue beyond the termination, cancellation, or expiration of this Agreement shall survive such termination, cancellation, or expiration.
- 9.13. This Agreement shall be construed as though entered into and to be performed in Barnstable, Massachusetts. Any lawsuit, action, petition, motion, or other proceeding, including, but not limited to any lawsuit, action, petition, motion, or proceeding to interpret, construe, enforce, rescind or revoke this Agreement shall be brought, venued and conducted in the State of Massachusetts. By this Agreement, the Parties each hereby consent and submit to the jurisdiction of the State of Massachusetts with respect to any lawsuit, action, petition, motion or proceeding arising out of this Agreement.
- 9.14. Each person who executes this Agreement represents and warrants that he or she has the right, power, legal capacity and authority to bind his or her principle to all of the terms of this Agreement and that no further approval or consent of any person or entity to enter into and satisfy the terms of this Agreement.
- 9.15. This Agreement may be executed in any number of counterparts, any of which shall be deemed to be the original if fully executed by both of the Parties. This Agreement may be executed and delivered by facsimile and, when fully executed and delivered, shall be binding and enforceable. The Parties so executing this Agreement shall within five (5)

**Agenda Item: 7C1**

days of delivering the Agreement by facsimile deliver a hard copy of this Agreement via United States Mail, but the failure to deliver a hard copy of this Agreement shall not affect the validity or enforceability of this Agreement.

The parties have caused this Agreement to be executed by their duly authorized representatives on the dates written below.

**EXHIBIT A**  
**STATEMENT OF WORK (SOW #1) BEST PRACTICE**  
**MEDICINE/\_\_\_\_\_**

This Statement of Work (“SOW”) # 1 is subject to the terms and conditions of Staffing Services Agreement (“Agreement”) between The Town of Truro, Massachusetts (“Client”) and Best Practice Medicine LLC (“Staffing Company”) The below terms shall be in addition to all terms contained in the Contract, which retains in full force and effect.

**SECTION 1. PURPOSE**

1.1 The purpose of this SOW is to confirm the scope of work deliverables, and terms of payment relating to deployment by Staffing Company of temporary staff supporting The Town of Truro, Massachusetts.

**SECTION 2. SERVICES TO BE PROVIDED**

2.1 Staffing Firm will provide and deploy 2 Paramedic(s) to support The Town of Truro, Massachusetts for a period of 90 consecutive days of operation. Additional staff can be added to this SOW upon request. Reduction in staff requires a 30 day notice.

- a) Start date of operations will be on June 26, 2023
- b) The anticipated staffing schedule of at least 2 paramedic(s) will be 24 hour shifts and with the possibility of operation adjustments and shall be subject to the scheduling and assignment by Client in accordance with the terms the Agreement.

**SECTION 3. CONSIDERATION AND PAYMENTS**

3.1 In consideration of the services to be provided under this SOW the Town of Truro, MA agrees to pay Best Practice Medicine, LLC:

- a) \$99.00 per hour for straight time hours for paramedic;
- b) \$138.94 per hour for paramedics and/or all hours that qualify as overtime hours under applicable laws
- c) Meal period and any applicable paid breaks must be provided by the Client consistent with applicable law and the terms of the Agreement as detailed in Section 4.
- d) Lodging stipends are provided by the Staffing Company. Bill rates are all inclusive of travel, per diem, and lodging stipends.

3.2 The Staffing Company shall submit a bi-weekly invoice on the 1<sup>st</sup> and 15<sup>th</sup> of every month, requesting reimbursement for services provided under this SOW. The Staffing Company may not incur expenses in excess of the payment schedule set forth in Section 3 except by written amendment of this SOW.

SECTION 4. TERMS OF SOW

4.1 The term of this SOW is for a total of 180 days, from employee start or June 26, 2023 (whichever sooner) through December 22, 2023 unless terminated otherwise in accordance with the provisions of the Agreement. This SOW may be renewed by mutual written agreement of the parties for a period of up to 120 additional days.

SECTION 5. ENTIRE AGREEMENT

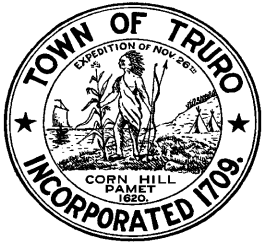
5.1 All provisions and terms of the Staffing Service Agreement between Client and Staffing Company are incorporated by reference into this SOW. In the event of a conflict between this SOW and the Staffing Services Agreement, the Staffing Services Agreement shall control. This SOW does not stand alone, if the Staffing Services Agreement terminates so does this SOW. This SOW and the Staffing Services Agreement represent the entire agreement between the parties.

The parties, through their authorized agents, have executed this SOW on the dates set out below.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

Andrew Egstad  
Vice President of Accounts at Best Practice Medicine LLC



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Health and Conservation

**REQUESTOR:** Emily Beebe, Health and Conservation Agent

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Condominium conversion to year-round status

**EXPLANATION:** The Shoreline Beach Condominium 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 Shoreline Beach Condominium was created April 16, 2013, 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 29, 2022. All 13 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:** Shoreline Beach 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 Shoreline Beach Condominium.*

**ATTACHMENTS:**

1. Shoreline Beach Step 1 and 2-Condo Conversion Application
2. Shoreline Beach Trust

3. Shoreline Beach Release of Covenant
4. Shoreline Beach Master Deed
5. Provincetown Water Dept.



BUILDING DEPARTMENT  
TOWN OF TRURO  
TOWN OF TRURO  
SEP 07 2021



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: 6/17/2021  
Establishment Name: Shoreline Beach Condominium Association  
Property Address: 556 Shore Road, North Truro  
Mailing Address: C/O TJF Property Services  
P.O. Box 563  
Provincetown, MA 02657  
Designated representatives: Karen Potts  
Mark Plasse  
Telephone:  
Email:

Unit #'s Going Year-Round:  
13 total  
unknown@this time  
Unit #'s Staying Seasonal:  
13 total  
unknown@this time  
Pursuing for all

Property Compliance Checklist- preliminary file research

Health

- Current Title V inspection report 11/2/2021. Pumping Rec & compl
- 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 at
- Are there any open Orders that need to be closed with application for Certificate of Compliance? Nothing open

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

Title 5 plan 1987 for  
2 systems 1 for 10 BR  
1 for 15 BR

**PAID**  
2013

Heat is all electric

have

10/5/2022  
- egress report from CEC  
Decks needed adj. will email  
to Rich

- 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:

2008 SE 75-749

Construction / revisions to P. lot layout

Closed w/ CoFC ✓

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

Signature 

Mark Plasse

Karen Potts print name

6/17/2021

date

On June 8<sup>th</sup> 2021, in a meeting of the Trustees of the Shoreline Beach Condominium Trust, the Trustees voted to authorize Karen Potts of TJP Property Services and Mark Plasse, Trustee of Shoreline Beach Condominium Trust to act as representatives of the condominium, and further, the Trustees have agreed to pursue the Step 1 application for the year-round condominium conversion process with the Town of Truro.

Signed this 20th day of June, 2021

*Fiona Petrie*

*Fiona King*

Trustee:

Trustee:


Trustee:

Trustee:

Trustee:

On June 8<sup>th</sup> 2021, in a meeting of the Trustees of the Shoreline Beach Condominium Trust, the Trustees voted to authorize Karen Potts of TJJ Property Services and Mark Plasse, Trustee of Shoreline Beach Condominium Trust to act as representatives of the condominium, and further, the Trustees have agreed to pursue the Step 1 application for the year-round condominium conversion process with the Town of Truro.

Signed this 16<sup>th</sup> day of July, 2021

  
Trustee:

\_\_\_\_\_  
Trustee:

\_\_\_\_\_  
Trustee:

\_\_\_\_\_  
Trustee:

\_\_\_\_\_  
Trustee:

On June 8<sup>th</sup> 2021, in a meeting of the Trustees of the Shoreline Beach Condominium Trust, the Trustees voted to authorize Karen Potts of Services and Mark Plasse, Trustee of Shoreline Beach Condominium representatives of the condominium, and further, the Trustees have Step 1 application for the year-round condominium conversion process in Truro.

Signed this 16 day of July, 2021

James P. Dyer James P. Dyer  
Trustee:

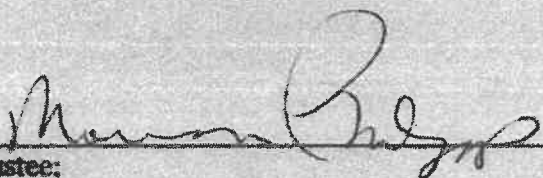
\_\_\_\_\_  
Trustee:

\_\_\_\_\_  
Trustee:

\_\_\_\_\_  
Trustee:

On June 8<sup>th</sup> 2021, in a meeting of the Trustees of the Shoreline Beach Condominium Trust, the Trustees voted to authorize Karen Potts of TJP Property Services and Mark Plasse, Trustee of Shoreline Beach Condominium Trust to act as representatives of the condominium, and further, the Trustees have agreed to pursue the Step 1 application for the year-round condominium conversion process with the Town of Truro.

Signed this 5 day of July, 2021

  
Trustee:

\_\_\_\_\_  
Trustee:

\_\_\_\_\_  
Trustee:


\_\_\_\_\_  
Trustee:

\_\_\_\_\_  
Trustee:

# Step 2: Condominium Conversion Application

Date: 10/5/2022  
Establishment Name: SHORELINE BEACH CONDO ASSOC  
Property Address: 556 SHORELINE ROAD  
Mailing Address: C/O TJF PROPERTY SERVICES  
P.O. BOX 563  
PROVINCETOWN MA 02653  
Designated representatives: KAREN POTTS  
MARK PLASSE  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**TOWN OF TRURO**



24 Town Hall Rd.  
PO Box 2030  
Truro, MA 02668

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

**PAID**  
2022

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 24 Bedrooms

Unit #'s Going Year-Round: 13

Unit #'s Staying Seasonal: UNKNOWN AT THIS TIME

Proposed number of: 13 Units 24 Bedrooms

Karen Potts  
Applicant Signature

10/5/2022  
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)

NOT REQ'D

approved: [Signature] date

Building Commissioner

date

Septic Plan (if required by Health Dept.)

Upgrade Not required

approved: [Signature] 6/12/2023 date

Health Agent

date

Current Septic System Inspection Report

Nov 2, 2021  
date

inst. 1987  
year of installation

Property Compliance Checklist from Step 1 - Pre Application

Comments of the Health Agent

① Work signed off.

② Septic up to speed.

③ Inspection results addressed.



*Evelyn Burke*  
Health Agent  
June 2, 2023  
date

Comments of the Building Commissioner

*[Signature]*

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



Bk 27290 Pg 106 #21964  
04-16-2013 @ 08:32a

<sup>N O T</sup>  
**THE SHORELINE BEACH CONDOMINIUM TRUST**  
<sub>A N</sub> <sub>A N</sub>

O F F I C I A L O F F I C I A L

<sup>C O P Y</sup> **THIS DECLARATION OF TRUST** made this <sup>C O P Y</sup> *12* day of *April*, 2013, at

North Truro, in the <sup>N O T</sup> County of Barnstable and Commonwealth of Massachusetts by **RALPH W.**  
<sub>A N</sub> <sub>A N</sub>

**ANDREWS and JANE L. ANDREWS**, of <sup>N O T</sup> Coast Guard Road, North Truro, Massachusetts,  
<sub>C O P Y</sub> <sub>C O P Y</sub>

(hereinafter called the Trustees, which term and any pronoun referred thereto shall be deemed to include their successors in trust hereunder and to mean the trustees of the Trust at the time being hereunder wherever the context so permits).

**ARTICLE I**

**Name of Trust**

The trust hereby created shall be known as **THE SHORELINE BEACH CONDOMINIUM TRUST** and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustee to be conducted and shall all instruments in writing by the Trustee be executed.

**ARTICLE II**

**The Trust and Its Purposes**

**Section 1.** All of the rights and powers in and with respect to the common areas and facilities of **THE SHORELINE BEACH CONDOMINIUM** ("Condominium") established by a Master Deed of even date and recorded herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this trust, in trust to exercise, manage, administer and, exclusive of the common area, to dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time

of the Units and <sup>N O T</sup> interests therein of said Condominium <sup>A N</sup> (hereinafter called the Unit Owners),  
 according to the <sup>O F F I C I A L</sup> schedule of undivided beneficial <sup>C O P Y</sup> interests set forth in Exhibit "C" of said Master  
 Deed, which schedule is incorporated herein by reference, and in accordance with the provisions of  
 said Chapter 183A, <sup>N O T</sup> this trust being the organization <sup>A N</sup> of the Unit Owners established pursuant to  
 provisions of said <sup>O F F I C I A L</sup> Chapter 183A for the purposes <sup>O F F I C I A L</sup> therein set forth.

**Section 2.** It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are cestuis que trustent, and not partners or associates nor in any other relation whatever between themselves with respect to the trust property, and hold no relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

**Section 3.** Except as otherwise herein defined or as may be required by the context all terms shall have the same meaning as set forth in said Master Deed.

**ARTICLE III**

**The Trustees**

**Section 1.** Subject to the provisions of Section 9 of this Article III, there shall at all times be Trustees consisting of such number, not less than two (2) nor more than five (5), as shall be determined from time to time by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder. If and whenever the number of such Trustees shall become less than two (2), or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, or

(ii) if Unit Owners entitled to such percentage have not within thirty (30) days after such occurrence of any such vacancy made such appointment, by the majority of the then remaining Trustees, or by the sole remaining Trustee if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the recording with the Barnstable County Registry of Deeds (The "Registry of Deeds") of a certificate of such appointment signed by the then remaining Trustees, if any there be still in office, or by the Unit Owner or Unit Owners of the Unit, if there be no such Trustees, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the trust property jointly with the remaining or surviving Trustees without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

**Section 2** In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by majority vote at any duly called meeting at which a quorum is present, as provided in Paragraph A of Section 10 of Article V; provided, however, that after the occurrence of the triggering event set forth in paragraph of Section 9 of this Article III, in no event shall a majority consist of less than two (2) Trustees hereunder, and,

if and whenever the number of Trustees hereunder shall become less than two (2), then no Trustee shall have any power or authority whatsoever to act with respect to the administration of the trust hereunder or to exercise any of the powers hereby conferred except as provided in Section 1 of Article III. The Trustees may also act without a meeting by instrument signed by a majority of their number

**Section 3.** Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with the aforesaid Barnstable County Registry of Deeds.

**Section 4.** No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder may, at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

**Section 5.** No Trustee shall be entitled to any remuneration for his services other than reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the trusts hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium.

**Section 6.** No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his or her personal

assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he or she actually receives, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors in judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his or her own personal and willful malfeasance and defaults.

**Section 7.** No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract or arrangement entered into in respect to this trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangement is entered into.

**Section 8.** Except in the case of willful malfeasance and defaults, the Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

**Section 9.** <sup>N O T</sup> Each <sup>A N</sup> Trustee shall serve for a term <sup>N O T</sup> of <sup>A N</sup> one year from the date of recording in the aforesaid <sup>O F F I C I A L</sup> Registry of Deeds <sup>C O P Y</sup> of his or her acceptance, and until his or her successor is appointed and qualified to serve, <sup>N O T</sup> except that the terms of the original Trustee hereunder, shall be for a period of <sup>N O T</sup> time expiring upon the <sup>O F F I C I A L</sup> Sale of Units <sup>O F F I C I A L</sup> entitled to more than <sup>N O T</sup> seventy-five (75%) percent or more of the beneficial interest <sup>C O P Y</sup> by the Declarant of the Master Deed, of three (3) years from the date hereof, whichever is sooner. Appointment of successor Trustees shall be made in the manner set forth in Article III, Section 1 hereof to fill any vacancy in such office.

Notwithstanding the foregoing, without the consent of the Declarant of the Master Deed, there shall, in no event, be more than two (2) Trustees at any time in office, so long as the Declarant shall own at least twenty-five (25%) percent of the beneficial interest herein. Until such time as the Declarant shall own less than twenty-five (25%) percent of the beneficial interest herein, neither the original Trustees, or their successors, shall be replaced without the consent of the Declarant, and the Declarant shall have the right to name such successors until she owns less than such twenty-five (25%) percent. This paragraph of Section 9 may not be amended without the consent of the Declarant of the Master Deed. For purposes of this Section 9, ownership of beneficial interests by a trust in which the Declarant is a Trustee shall be deemed ownership by the Declarant.

**ARTICLE IV**

**Beneficiaries and the Beneficial Interest in the Trust**

**Section 1.** The cestuis que trustent shall be the Unit Owners of the Condominium for the time being. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentages of undivided beneficial interest pertaining to the Units of the Condominium, as set forth in Section 1 of Article II hereof.

**Section 2.** <sup>N O T</sup> ~~The~~ beneficial interest of each <sup>N O T</sup> ~~Unit~~ of the Condominium shall be held and exercised as a <sup>O F F I C I A L</sup> ~~Unit~~ and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) <sup>O F F I C I A L</sup> ~~determine~~ and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise <sup>O F F I C I A L</sup> ~~exercise~~ the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a note in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

**ARTICLE V**

**By-Laws**

The provisions of this Article V shall constitute the By-Laws of this trust.

**Section 1. Powers of the Trustees**

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control and management of the trust property (which term as herein used shall insofar as applicable be deemed to include the common areas and facilities of the Condominium) and shall have the power to dispose of any trust property, excepting common area, as if they were the absolute owners thereof, free from the control of the Unit Owners and, without by the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

- a. To retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

- b. To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of, the trust property, or any part or parts thereof, but not the common areas, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by them, and to execute and deliver any deed or instrument necessary to effectuate the foregoing;
  - F I N E C O P Y
  - F I N E C O P Y
- c. To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;
- d. To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;
- e. To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this trust;
- f. To invest and reinvest the trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;
- g. To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the trust;
- h. To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;



- i. To <sup>N O T</sup> vote in such manner as they shall <sup>N O T</sup> think fit any or all shares in any corporation or trust <sup>A N D</sup> which shall be held as trust property, <sup>A N D</sup> and for that purpose to give proxies, to any <sup>O F F I C I A L</sup> person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such <sup>C O P Y</sup> shares; <sup>C O P Y</sup>
- j. To <sup>N O T</sup> guarantee performance of the obligations of others in any cases where they shall <sup>A N D</sup> deem that it is to the advantage of this trust that they give such guaranty;  
<sup>O F F I C I A L</sup> <sup>O F F I C I A L</sup>
- k. To <sup>N O T</sup> maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;
- l. To employ, appoint and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the trust property, or any part or parts thereof, or for conducting the business of the trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairperson, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the trust, or any part or parts thereof; and
- m. Generally, in all matters not herein otherwise specified, to control, manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interests of the Unit Owners.

**Section 2. Maintenance and Repair of Units**

All maintenance and replacement of and repairs to any Unit, including the fixtures, utility lines and other interior features (other than to the Common Areas and Facilities contained therein) and to the furniture, furnishings and equipment therein and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings and floors; windows, window frames and interior window trim; doors, door frames and

door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; heating  
 units, hot water heaters, electrical fixtures and outlets, and all wires, pipes, drains and conduits for  
 water, sewerage, electric power and light, telephone and any other utility services which are  
 contained in and serve only such Unit, shall be the responsibility of the Unit Owner or Owners and  
 not be a common expense.

**Section 3. Maintenance, Repair and Replacement of Common Areas and Facilities and Assessment of Common Expenses Thereof**

The Trustees shall be responsible to arrange for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium including the exteriors and roofs of the buildings and common area grounds and such may be done through the Managing Agent, as hereinafter provided, and any Trustees, or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 4 of these By-Laws.

**Section 4. Common Expenses, Profits and Funds**

A. The Unit Owners shall be liable for common expenses and shall be entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as determined in Article II, Section 1, hereof. In addition, the Unit Owners shall be liable for the costs of maintenance of their respective Exclusive Use Easement Areas as set forth in Paragraphs 4, 6 and 7 of the Master Deed. The Trustees, may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or subject to the provisions of the following Paragraphs B and C of this Section 4, for repair, rebuilding or restoration of the trust

property or for improvements thereto and the funds so set aside shall not be deemed to be common profits available for distribution.

B. At least thirty (30) days prior to the commencement of each fiscal year of this trust the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of interest in the common areas and facilities, as well as any costs incurred for the maintenance and repair of the Exclusive Use Easement Areas, and such statements shall be payable within thirty (30) days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses or other expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such statement, together with interest thereon, if not paid when due, at the rate of eighteen (18%) percent per annum, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to provisions of Section 6 of said Chapter 183A, except such lien shall also be subordinate to any purchase money mortgages of record granted as part of the initial sale of such Unit by the Declarant or its resale after a mortgage foreclosure. No amendment of this exception shall affect the rights of holders of such purchase money mortgage without their consent.

C. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby by the provisions of the Master Deed, and by provisions of said Chapter 183A.

**Section 5. Rebuilding and Restoration, Improvements**

A. In the event of any casualty loss to the trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may, in their discretion, deem advisable in order to implement the provisions of Paragraph (b) of said Section 17. B. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five (25%) percent or more of the beneficial interest in this trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by Unit Owners holding seventy-five (75%) percent or more of the beneficial interest or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit

Owners, whichever of said (a) and (b) shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage equals or exceeds seventy-five (75%) percent, the Trustees shall proceed to make such improvement or improvements as specified in such agreement and the costs for the same shall be paid by the Unit Owners in accordance with their beneficial interest. If such percentage exceeds fifty (50%) percent, but is less than seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and the costs for the same shall be paid by the Unit Owners who have signed such agreement allocated among such Unit Owners in accordance with their beneficial interests..

C. Notwithstanding anything in the preceding Paragraphs A and B contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one (1) arbitrator shall be designated by the Trustees, one (1) by the dissenting Unit Owner or Owners and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

**Section 6. Rules, Regulations, Restrictions and Requirements**

The Trustees may, at any time and from time to time, adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common

areas and facilities as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

**Section 7. Managing Agent**

The Trustees may appoint a manager or managing agent to administer the Condominium, who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees, or such manager or managing agent, may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees may from time to time determine.

**Section 8. Insurance**

The Trustees shall obtain and maintain, to the extent available, master policies of insurance of the following kinds, naming the Trust, the Trustees, all of the Unit Owners and their mortgagees as insureds as their interests appear:

- A. Casualty or physical damage insurance on the Buildings and all other insurable improvements forming part of the Condominium (including all of the Units but not including the furniture, furnishings and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium, and existing for the provision of central services or for common use, in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundations) as determined by the Trustees in their judgment, against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm damage, boiler and machinery explosion or damage and plate glass damage. All policies of casualty or physical damage insurance whether obtained by the Trustees or the Unit Owners, shall provide (1) that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including each Unit mortgagee and the Trustees, and (2) that the coverage thereof shall not be terminated for

nonpayment of premiums without thirty (30) days' notice to all of the insureds, including each Unit mortgagee and the Trustees. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to all Unit Owners and their mortgagees or by the Unit Owners to the Trustees upon request, at least ten (10) days prior to the expiration of the then current policies.

- B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees, covering the Trust, the Trustees, all of the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence and a limit of \$100,000.00 for each occurrence, for water damage, legal liability, and with cross liability endorsement to cover liability of any insured to other insureds.
- C. Workmen's compensation and employer's liability insurance covering any employees of the Trust.
- D. During such periods, if any, as the Condominium is within an area designated by the Federal Emergency Management Agency ("FEMA") as one having special flood hazards, the Trustees shall cause to be kept in force flood insurance with respect to the common areas and facilities of the Condominium as well as all of the Units, in the maximum amount obtainable under the subsidized insurance program created pursuant to the Flood Disaster Protection Act of 1973, as amended, but in no event more than the full replacement value of the Condominium.
- E. Such other insurance as the Trustees shall determine to be appropriate.

Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance Trustees under these By-laws. The sole duty of the Trustees as such insurance Trustees shall be to receive such proceeds as are paid, and to hold, use and disburse the same for the purposes stated in this Section and Section 5 of these by-laws. If repair and restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged Units in proportion to the respective costs of repair or restoration of the damaged portions of the common areas and facilities and of each damaged Unit, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and damaged Units, and with any excess of any such

share of proceeds <sup>N O T</sup> above <sup>A N</sup> such cost of repair or restoration <sup>N O T</sup> to be paid to the Trust, or Unit Owner, or mortgagee, <sup>O F F I C I A L</sup> as <sup>C O P Y</sup> their interests may appear, for whom held <sup>N O T</sup> upon completion of repair or restoration; but if pursuant to Section 5 of these by-laws restoration or repair is not to be made, all insurance-loss <sup>N O T</sup> proceeds shall be held <sup>N O T</sup> as common funds of the Trust. <sup>O F F I C I A L</sup> Such master policies shall contain, except for arson or fraud, (1) <sup>O F F I C I A L</sup> waivers or subrogation as to any <sup>O F F I C I A L</sup> claims against the Trust, the Trustees and their agents and employees, and against the Unit Owners and their respective employees, agents, and guests, (2) waivers of any defense based on the conduct of any insured, and (3) provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.

- F. Each Unit Owner or his mortgagee may obtain additional insurance at his own expense, provided that all such insurance shall contain provisions similar to those required to be contained in the Trust's master policies waiving the insurer's rights to subrogation and contribution. If the proceeds from the master policies on account of any casualty loss are reduced due to proration with insurance individually purchased by the Unit Owner, such Unit Owner agrees to assign the proceeds of such individual insurance, to the extent of the amount of such reduction, to the Trustees to be distributed as herein provided. Each Unit Owner shall promptly notify the Trustees of all improvements made by him or her to his or her Unit, the value of which exceeds ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS and such Unit Owner shall pay to the Trustees as an addition to his or her share of the common expenses of the Condominium otherwise payable by him or her any increase in insurance premium incurred by the Trust which results from such improvement.
- G. The cost of such insurance except as hereinafter provided, shall be deemed a common expense assessable and payable as provided in Sections 3 and 4 of these By-laws.

**Section 9. Sale or other Disposition of Units**

Any right of first refusal with respect to the sale or other disposition of Units which may hereafter be adopted by amendment to the Master Deed, which provisions shall be incorporated herein by reference, shall be exercised by the Trustees. In the event that the Trustees shall elect to purchase or lease a Unit pursuant to any such provisions, the purchase price (or rental) and the costs thereof shall constitute common expenses and the Trustees may expend common funds therefor.



**Section 10. Meetings**

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A. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairperson, Treasurer, Secretary or other officers hereinbefore provided for. Other meetings may be called by any Trustee (if there be no more than two (2) then in office) or by any two (2) Trustees (if there be three (3) then in office and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

B. There shall be an annual meeting of the Units Owners on the second Saturday in May in each year at 2:00 P.M. at such reasonable place and time as may be designated by the Trustees or on such other date and time as agreed upon by a majority of the Trustees and Unit Owners (including a meeting via telephone conference or email internet conference) by notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three and one-third (33 1/3) percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. At the annual meeting of the Unit Owners the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall reasonably specify such matter.

**Section 11. Notices to Unit Owners**

Every notice to any Unit Owner required under the provisions hereof, or which may be

deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by mailing it postage prepaid, and addressed to such Unit Owner at his or her address as it appears on the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. Any notice sent to the Unit Owner hereunder will also be sent to any mortgagee of such Unit who so requests in writing and includes a stamped, self-addressed envelope, but failure to send such notice shall not affect any right or liability herein or in the Master Deed contained.

**Section 12. Inspection of Books; Reports to Unit Owners**

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of the receipt by him shall be deemed to have assented thereto.

**Section 13. Checks, Notes, Drafts and Other Instruments**

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one (1) Trustee, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

**Section 14. Seal**

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The seal of the Trustees shall be circular in form, bearing the inscription -- THE

**SHORELINE BEACH CONDOMINIUM TRUST - 2013** -- but such seal may be altered by the

Trustees at pleasure and the Trustees may, at any time or from time to time, at their option, adopt a

common or wafer seal which shall be valid for all purposes, or they may sign any instrument under seal without being required to affix a formal, common or wafer seal.

**Section 15. Fiscal Year**

The fiscal year of the trust shall be the year ending with the last day of December, or such other date as may from time to time be determined by the Trustees.

**ARTICLE VI**

**Rights and Obligations of Third Parties Dealing with the Trustees**

**Section 1.** No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry District shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale,

mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose of  
 regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in  
 pursuance of any of the provisions or powers herein contained, or as to the regularity of the  
 resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or  
 resignation of an old Trustee purporting to be executed by the Trustees, Unit Owners or other  
 persons herein required to execute the same, shall be conclusive evidence in favor of any such  
 purchaser or other person dealing with the Trustees of the matters therein recited relating to such  
 discharge, resignation or appointment or the occasion thereof.

**Section 2.** No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 8 of Article III hereof or under provisions of said Chapter 183A.

**Section 3.** Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by any one of

the Trustees, or by <sup>N O T</sup> any agent or employee of the Trustees, <sup>N O T</sup> shall be deemed to have been entered into  
subject to <sup>O F F I C I A L</sup> the terms and conditions, provisions and restrictions <sup>O F F I C I A L</sup> hereof, whether or not express  
reference shall have been made to this instrument.

<sup>N O T</sup> **Section 4.** <sup>N O T</sup> This Declaration of Trust and any Amendments hereto and any certificate herein  
<sup>O F F I C I A L</sup> required to be recorded and any other certificate or paper signed by said Trustees or any of them  
which it may be deemed desirable to record shall be recorded with said Registry of Deeds and such  
record shall be deemed conclusive evidence of the contents and effectiveness thereof according to  
the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust  
property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of  
this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with  
said Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as  
facts any matters affecting the trust, including statements as to who are the beneficiaries, as to what  
action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees  
to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive  
evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees,  
acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of  
the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to  
authorize the execution of any instrument or the taking of any action by such Trustee or majority, as  
the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive  
evidence of the truth of the statements made in such certificate and of the existence of the facts  
therein set forth.

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C O P Y      **Amendments and Termination**      C O P Y

**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 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, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by any two (2) Trustees, if there be at least two (2) then in office, setting forth in full the 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 E. 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 D of said Chapter.

Section E. 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 part or 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 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 the 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 aforesaid Trustees have hereunto set their hands and seals on the day and year first hereinabove set forth.

*Ralph W. Andrews Trustee*  
RALPH W. ANDREWS, TRUSTEE

*Jane A. Andrews Trustee*  
JANE A. ANDREWS, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

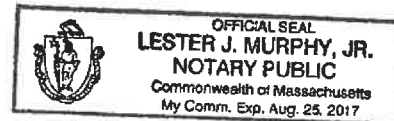
Barnstable, ss

On this 12<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared RALPH W. ANDREWS and JANE A. ANDREWS, TRUSTEES, proved to me through satisfactory evidence of identification, which were *personal knowledge*, 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.

*Lester J. Murphy Jr*  
Lester J. Murphy Jr, Notary Public

My commission expires: *Aug 25, 2017*

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<sup>N O T</sup>  
**THE SHORELINE BEACH CONDOMINIUM TRUST**  
<sub>A N</sub> <sub>A N</sub>

O F F I C I A L O F F I C I A L

<sup>C O P Y</sup>  
**THIS DECLARATION OF TRUST** made this <sup>12</sup> day of *April*, 2013, at

North Truro, in the <sup>N O T</sup> County of Barnstable and Commonwealth of Massachusetts by **RALPH W.**  
<sub>A N</sub> <sub>A N</sub>

**ANDREWS and JANE I. ANDREWS**, of <sup>N O T</sup> <sub>A N</sub> <sup>C O P Y</sup> <sub>C O P Y</sub> Coast Guard Road, North Truro, Massachusetts,

(hereinafter called the Trustees, which term and any pronoun referred thereto shall be deemed to include their successors in trust hereunder and to mean the trustees of the Trust at the time being hereunder wherever the context so permits).

**ARTICLE I**

**Name of Trust**

The trust hereby created shall be known as **THE SHORELINE BEACH CONDOMINIUM TRUST** and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustee to be conducted and shall all instruments in writing by the Trustee be executed.

**ARTICLE II**

**The Trust and Its Purposes**

**Section 1.** All of the rights and powers in and with respect to the common areas and facilities of **THE SHORELINE BEACH CONDOMINIUM** ("Condominium") established by a Master Deed of even date and recorded herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit owners of said Condominium, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this trust, in trust to exercise, manage, administer and, exclusive of the common area, to dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time

of the Units and <sup>N O T</sup>Interests <sub>A N</sub> therein of said Condominium <sup>N O T</sup>(hereinafter called the Unit Owners),  
 according to the <sup>F E I C I A L</sup>schedule of undivided beneficial <sup>O F F I C I A L</sup>interests set forth in Exhibit "C" of said Master  
<sub>C O P Y</sub> <sub>C O P Y</sub>  
 Deed, which schedule is incorporated herein by reference, and in accordance with the provisions of  
<sub>N O T</sub> <sub>N O T</sub>  
 said Chapter 183A, <sup>A N</sup>this trust being the organization <sup>A N</sup>of the Unit Owners established pursuant to  
<sub>O F F I C I A L</sub> <sub>O F F I C I A L</sub>  
 provisions of said Chapter 183A for the purposes <sup>A N</sup>set forth.

**Section 2.** It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are cestuis que trustent, and not partners or associates nor in any other relation whatever between themselves with respect to the trust property, and hold no relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

**Section 3.** Except as otherwise herein defined or as may be required by the context all terms shall have the same meaning as set forth in said Master Deed.

**ARTICLE III**

**The Trustees**

**Section 1.** Subject to the provisions of Section 9 of this Article III, there shall at all times be Trustees consisting of such number, not less than two (2) nor more than five (5), as shall be determined from time to time by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder. If and whenever the number of such Trustees shall become less than two (2), or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by instrument in writing setting forth (a) the appointment of a natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, or

(ii) if Unit Owners <sup>N O T</sup>entitled to such percentage have <sup>N O T</sup>not within thirty (30) days after such occurrence  
of any such <sup>A N</sup>vacancy made <sup>A N</sup>such appointment, <sup>C O P Y</sup>by the majority of the then remaining Trustees, or by  
the sole remaining <sup>C O P Y</sup>Trustee if only one, and (b) the <sup>N O T</sup>acceptance of such appointment, signed and  
acknowledged by <sup>N O T</sup>the person so appointed. Such <sup>N O T</sup>appointment shall become effective upon the  
recording with <sup>O F F I C I A L</sup>the Barnstable County Registry of <sup>O F F I C I A L</sup>Deeds (The "Registry of Deeds") of a certificate  
of such appointment signed by the then remaining Trustees, if any there be still in office, or by the  
Unit Owner or Unit Owners of the Unit, if there be no such Trustees, together with such acceptance,  
and such person shall then be and become such Trustee and shall be vested with the title to the trust  
property jointly with the remaining or surviving Trustees without the necessity of any act of transfer  
or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than  
sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such  
vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application  
of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other, if any,  
parties in interest to whom the court may direct that notice be given. The foregoing provisions of  
this section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however  
caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of  
the immediately following section, shall continue to exercise and discharge all of the powers,  
discretions and duties hereby conferred or imposed upon the Trustees.

**Section 2** In any matters relating to the administration of the trust hereunder and the  
exercise of the powers hereby conferred, the Trustees may act by majority vote at any duly called  
meeting at which a quorum is present, as provided in Paragraph A of Section 10 of Article V;  
provided, however, that after the occurrence of the triggering event set forth in paragraph of Section  
9 of this Article III, in no event shall a majority consist of less than two (2) Trustees hereunder, and,

if and whenever the number of Trustees hereunder shall become less than two (2), then no Trustee shall have any power or authority whatsoever to act with respect to the administration of the trust hereunder or to exercise any of the powers hereby conferred except as provided in Section 1 of Article III. The Trustees may also act without a meeting by instrument signed by a majority of their number

**Section 3.** Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the recording of such instrument with the aforesaid Barnstable County Registry of Deeds.

**Section 4.** No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder may, at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

**Section 5.** No Trustee shall be entitled to any remuneration for his services other than reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the trusts hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium.

**Section 6.** No Trustee hereinbefore named or appointed as hereinbefore provided shall under any circumstances or in any event be held liable or accountable out of his or her personal

assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he or she actually receives, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors in judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his or her own personal and willful malfeasance and defaults.

**Section 7.** No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract or arrangement entered into in respect to this trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangement is entered into.

**Section 8.** Except in the case of willful malfeasance and defaults, the Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her proportionate share of any claims involving the trust property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

Section 9. <sup>N O T</sup> Each <sup>A N</sup> Trustee shall serve for a term <sup>N O T</sup> of one year from the date of recording in the  
aforesaid <sup>O F F I C I A L</sup> Registry of Deeds <sup>C O P Y</sup> of his or her acceptance, and <sup>O F F I C I A L</sup> until his <sup>C O P Y</sup> or her successor is appointed and  
qualified to serve, except that the terms of the original Trustee hereunder, shall be for a period of  
time <sup>N O T</sup> expiring upon <sup>N O T</sup> the sale of Units entitled to more than Seventy-five (75%) percent or more of the  
<sup>O F F I C I A L</sup> beneficial interest <sup>O F F I C I A L</sup> by the Declarant of the Master Deed, or three (3) years from the date hereof,  
whichever is sooner. Appointment of successor Trustees shall be made in the manner set forth in  
Article III, Section 1 hereof to fill any vacancy in such office.

Notwithstanding the foregoing, without the consent of the Declarant of the Master Deed,  
there shall, in no event, be more than two (2) Trustees at any time in office, so long as the Declarant  
shall own at least twenty-five (25%) percent of the beneficial interest herein. Until such time as the  
Declarant shall own less than twenty-five (25%) percent of the beneficial interest herein, neither the  
original Trustees, or their successors, shall be replaced without the consent of the Declarant, and the  
Declarant shall have the right to name such successors until she owns less than such twenty-five  
(25%) percent. This paragraph of Section 9 may not be amended without the consent of the  
Declarant of the Master Deed. For purposes of this Section 9, ownership of beneficial interests by a  
trust in which the Declarant is a Trustee shall be deemed ownership by the Declarant.

**ARTICLE IV**

**Beneficiaries and the Beneficial Interest in the Trust**

Section 1. The cestuis que trustent shall be the Unit Owners of the Condominium for the  
time being. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in  
the percentages of undivided beneficial interest pertaining to the Units of the Condominium, as set  
forth in Section 1 of Article II hereof.

**Section 2.** <sup>N O T</sup> ~~The~~ beneficial interest of each <sup>N O T</sup> ~~Unit~~ of the Condominium shall be held and exercised as a <sup>O F F I C I A L</sup> ~~Unit~~ and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) <sup>O F F I C I A L</sup> ~~determine~~ and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise <sup>O F F I C I A L</sup> ~~exercise~~ the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a note in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

**ARTICLE V**

**By-Laws**

The provisions of this Article V shall constitute the By-Laws of this trust.

**Section 1. Powers of the Trustees**

The Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control and management of the trust property (which term as herein used shall insofar as applicable be deemed to include the common areas and facilities of the Condominium) and shall have the power to dispose of any trust property, excepting common area, as if they were the absolute owners thereof, free from the control of the Unit Owners and, without by the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A, at any time and from time to time and without the necessity of applying to any court or to the Unit Owners for leave so to do:

- a. To retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

- b. To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of, the trust property, or any part or parts thereof, but not the common areas, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by them, and to execute and deliver any deed or instrument necessary to effectuate the foregoing; L  
 C O P Y C O P Y
- c. To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;
- d. To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;
- e. To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this trust;
- f. To invest and reinvest the trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;
- g. To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the trust;
- h. To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;



- i. To ~~Vote~~ <sup>N O T</sup> in such manner as they shall ~~think~~ <sup>N O T</sup> fit any or all shares in any corporation or trust which shall be held as trust property, and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;
- j. To ~~guarantee~~ <sup>N O T</sup> performance of the obligations of others in any cases where they shall deem ~~that~~ <sup>A T</sup> it is to the advantage of this trust that they give such guaranty;
- k. To ~~maintain~~ <sup>O F F I C I A L</sup> such offices and other ~~places~~ <sup>O F F I C I A L</sup> of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;
- l. To employ, appoint and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the trust property, or any part or parts thereof, or for conducting the business of the trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairperson, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the trust, or any part or parts thereof; and
- m. Generally, in all matters not herein otherwise specified, to control, manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interests of the Unit Owners.

**Section 2. Maintenance and Repair of Units**

All maintenance and replacement of and repairs to any Unit, including the fixtures, utility lines and other interior features (other than to the Common Areas and Facilities contained therein) and to the furniture, furnishings and equipment therein and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, interior finish walls, ceilings and floors; windows, window frames and interior window trim; doors, door frames and

door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; heating  
 units, hot water heaters, electrical fixtures and outlets, and all wires, pipes, drains and conduits for  
 water, sewerage, electric power and light, telephone and any other utility services which are  
 contained in and serve only such Unit, shall be the responsibility of the Unit Owner or Owners and  
 not be a common expense.

**Section 3. Maintenance, Repair and Replacement of Common Areas and Facilities and Assessment of Common Expenses Thereof**

The Trustees shall be responsible to arrange for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium including the exteriors and roofs of the buildings and common area grounds and such may be done through the Managing Agent, as hereinafter provided, and any Trustees, or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 4 of these By-Laws.

**Section 4. Common Expenses, Profits and Funds**

A. The Unit Owners shall be liable for common expenses and shall be entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as determined in Article II, Section 1, hereof. In addition, the Unit Owners shall be liable for the costs of maintenance of their respective Exclusive Use Easement Areas as set forth in Paragraphs 4, 6 and 7 of the Master Deed. The Trustees, may at any time or times distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or subject to the provisions of the following Paragraphs B and C of this Section 4, for repair, rebuilding or restoration of the trust

property or for improvements thereto and the funds so set aside shall not be deemed to be common profits available for distribution.

B. At least thirty (30) days prior to the commencement of each fiscal year of this trust the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of interest in the common areas and facilities, as well as any costs incurred for the maintenance and repair of the Exclusive Use Easement Areas, and such statements shall be payable within thirty (30) days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses or other expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such statement, together with interest thereon, if not paid when due, at the rate of eighteen (18%) percent per annum, shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to provisions of Section 6 of said Chapter 183A, except such lien shall also be subordinate to any purchase money mortgages of record granted as part of the initial sale of such Unit by the Declarant or its resale after a mortgage foreclosure. No amendment of this exception shall affect the rights of holders of such purchase money mortgage without their consent.

C. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby, by the provisions of the Master Deed, and by provisions of said Chapter 183A.

**Section 5. Rebuilding and Restoration, Improvements**

A. In the event of any casualty loss to the trust property, the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may, in their discretion, deem advisable in order to implement the provisions of Paragraph (b) of said Section 17. B. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five (25%) percent or more of the beneficial interest in this trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by Unit Owners holding seventy-five (75%) percent or more of the beneficial interest or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit

Owners, whichever <sup>N O T</sup> (a) and (b) shall first occur, <sup>A N</sup> the Trustees shall notify all Unit Owners of the aggregate <sup>N O T</sup> percentage of beneficial interest <sup>A N</sup> held by Unit Owners who have then signed such agreement. If such percentage equals or exceeds seventy-five (75%) percent, the Trustees shall <sup>N O T</sup> proceed to make such improvement or improvements <sup>N O T</sup> as specified in such agreement and the costs for the same shall be paid by the Unit Owners in accordance with their beneficial interest. If such percentage exceeds fifty (50%) percent, but is less than seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and the costs for the same shall be paid by the Unit Owners who have signed such agreement allocated among such Unit Owners in accordance with their beneficial interests..

C. Notwithstanding anything in the preceding Paragraphs A and B contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one (1) arbitrator shall be designated by the Trustees, one (1) by the dissenting Unit Owner or Owners and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimate of the Trustees of all costs thereof.

**Section 6. Rules, Regulations, Restrictions and Requirements**

The Trustees may, at any time and from time to time, adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common

areas and facilities as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

**Section 7. Managing Agent**  
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The Trustees may appoint a manager or managing agent to administer the Condominium, who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees, or such manager or managing agent, may appoint, employ and remove such additional agents, attorneys, accountants or employees as the Trustees may from time to time determine.

**Section 8. Insurance**

The Trustees shall obtain and maintain, to the extent available, master policies of insurance of the following kinds, naming the Trust, the Trustees, all of the Unit Owners and their mortgagees as insureds as their interests appear:

- A. Casualty or physical damage insurance on the Buildings and all other insurable improvements forming part of the Condominium (including all of the Units but not including the furniture, furnishings and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium, and existing for the provision of central services or for common use, in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundations) as determined by the Trustees in their judgment, against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm damage, boiler and machinery explosion or damage and plate glass damage. All policies of casualty or physical damage insurance whether obtained by the Trustees or the Unit Owners, shall provide (1) that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including each Unit mortgagee and the Trustees, and (2) that the coverage thereof shall not be terminated for

- nonpayment of premiums without thirty (30) days' notice to all of the insureds, including each Unit mortgagee and the Trustees. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to all Unit Owners and their mortgagees or by the Unit Owners to the Trustees upon request, at least ten (10) days prior to the expiration of the then current policies.
- B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees, covering the Trust, the Trustees, all of the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence and a limit of \$100,000.00 for each occurrence, for water damage, legal liability, and with cross liability endorsement to cover liability of any insured to other insureds.
- C. Workmen's compensation and employer's liability insurance covering any employees of the Trust.
- D. During such periods, if any, as the Condominium is within an area designated by the Federal Emergency Management Agency ("FEMA") as one having special flood hazards, the Trustees shall cause to be kept in force flood insurance with respect to the common areas and facilities of the Condominium as well as all of the Units, in the maximum amount obtainable under the subsidized insurance program created pursuant to the Flood Disaster Protection Act of 1973, as amended, but in no event more than the full replacement value of the Condominium.
- E. Such other insurance as the Trustees shall determine to be appropriate.

Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance Trustees under these By-laws. The sole duty of the Trustees as such insurance Trustees shall be to receive such proceeds as are paid, and to hold, use and disburse the same for the purposes stated in this Section and Section 5 of these by-laws. If repair and restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged Units in proportion to the respective costs of repair or restoration of the damaged portions of the common areas and facilities and of each damaged Unit, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and damaged Units, and with any excess of any such

share of proceeds above such cost of repair or restoration to be paid to the Trust, or Unit Owner, or mortgagee, as their interests may appear, for whom held upon completion of repair or restoration; but if pursuant to Section 5 of these by-laws restoration or repair is not to be made, all insurance-loss proceeds shall be held as common funds of the Trust. Such master policies shall contain, except for arson or fraud, (1) waivers or subrogation as to any claims against the Trust, the Trustees and their agents and employees, and against the Unit Owners and their respective employees, agents, and guests, (2) waivers of any defense based on the conduct of any insured, and (3) provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.

- F. Each Unit Owner or his mortgagee may obtain additional insurance at his own expense, provided that all such insurance shall contain provisions similar to those required to be contained in the Trust's master policies waiving the insurer's rights to subrogation and contribution. If the proceeds from the master policies on account of any casualty loss are reduced due to proration with insurance individually purchased by the Unit Owner, such Unit Owner agrees to assign the proceeds of such individual insurance, to the extent of the amount of such reduction, to the Trustees to be distributed as herein provided. Each Unit Owner shall promptly notify the Trustees of all improvements made by him or her to his or her Unit, the value of which exceeds ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS and such Unit Owner shall pay to the Trustees as an addition to his or her share of the common expenses of the Condominium otherwise payable by him or her any increase in insurance premium incurred by the Trust which results from such improvement.
- G. The cost of such insurance except as hereinafter provided, shall be deemed a common expense assessable and payable as provided in Sections 3 and 4 of these By-laws.

**Section 9. Sale or other Disposition of Units**

Any right of first refusal with respect to the sale or other disposition of Units which may hereafter be adopted by amendment to the Master Deed, which provisions shall be incorporated herein by reference, shall be exercised by the Trustees. In the event that the Trustees shall elect to purchase or lease a Unit pursuant to any such provisions, the purchase price (or rental) and the costs thereof shall constitute common expenses and the Trustees may expend common funds therefor.



**Section 10. Meetings**

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A. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairperson, Treasurer, Secretary or other officers hereinbefore provided for. Other meetings may be called by any Trustee (if there be no more than two (2) then in office) or by any two (2) Trustees (if there be three (3) then in office and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

B. There shall be an annual meeting of the Units Owners on the second Saturday in May in each year at 2:00 P.M. at such reasonable place and time as may be designated by the Trustees or on such other date and time as agreed upon by a majority of the Trustees and Unit Owners (including a meeting via telephone conference or email internet conference) by notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than thirty-three and one-third (33 1/3) percent of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. At the annual meeting of the Unit Owners the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall reasonably specify such matter.

**Section 11. Notices to Unit Owners**

Every notice to any Unit Owner required under the provisions hereof, or which may be

deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, and addressed to such Unit Owner at his or her address as it appears on the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. Any notice sent to the Unit Owner hereunder will also be sent to any mortgagee of such Unit who so requests in writing and includes a stamped, self-addressed envelope, but failure to send such notice shall not affect any right or liability herein or in the Master Deed contained.

**Section 12. Inspection of Books; Reports to Unit Owners**

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in only such detail as the Trustees shall deem proper. Any person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of the receipt by him shall be deemed to have assented thereto.

**Section 13. Checks, Notes, Drafts and Other Instruments**

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one (1) Trustee, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

**Section 14. Seal**

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The seal of the Trustees shall be circular in form, bearing the inscription -- THE

**SHORELINE BEACH CONDOMINIUM TRUST - 2013** -- but such seal may be altered by the

Trustees at pleasure and the Trustees may, at any time or from time to time, at their option, adopt a

common or wafer seal which shall be valid for all purposes, or they may sign any instrument under seal without being required to affix a formal, common or wafer seal.

**Section 15. Fiscal Year**

The fiscal year of the trust shall be the year ending with the last day of December, or such other date as may from time to time be determined by the Trustees.

**ARTICLE VI**

**Rights and Obligations of Third Parties Dealing with the Trustees**

**Section 1.** No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry District shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale,

mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose of  
 regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in  
 pursuance of any of the provisions or powers herein contained, or as to the regularity of the  
 resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or  
 resignation of an old Trustee purporting to be executed by the Trustees, Unit Owners or other  
 persons herein required to execute the same, shall be conclusive evidence in favor of any such  
 purchaser or other person dealing with the Trustees of the matters therein recited relating to such  
 discharge, resignation or appointment or the occasion thereof.

**Section 2.** No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 8 of Article III hereof or under provisions of said Chapter 183A.

**Section 3.** Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by any one of

the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms and conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

**Section 4.** This Declaration of Trust and any amendments hereto and any certificate herein required to be recorded and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be recorded with said Registry of Deeds and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be recorded with said Registry of Deeds. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and recorded with said Registry of Deeds shall be conclusive evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth.

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ARTICLE VII  
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**Amendments and Termination**

**Section I.** 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 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, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by any two (2) Trustees, if there be at least two (2) then in office, setting forth in full the 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 part or 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 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 the 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 aforesaid Trustees have hereunto set their hands and seals on the day and year first hereinabove set forth.

*Ralph W. Andrews Trustee*  
RALPH W. ANDREWS, TRUSTEE

*Jane A. Andrews Trustee*  
JANE A. ANDREWS, TRUSTEE

COMMONWEALTH OF MASSACHUSETTS

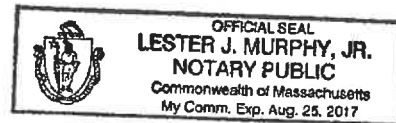
Barnstable, ss

On this 12<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared RALPH W. ANDREWS and JANE A. ANDREWS, TRUSTEES, proved to me through satisfactory evidence of identification, which were personal knowledge, 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.

*Lester J. Murphy Jr*  
Lester J. Murphy Jr, Notary Public

My commission expires: Aug 25, 2017

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**RELEASE FROM  
DECLARATION OF COVENANT**

RELEASE dated this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the Trustees of Shoreline Beach Condominium Trust (the “Trust”), established pursuant to G.L. c. 183A by a Master Deed recorded with the Barnstable Registry of Deeds on April 16, 2013 in Book 27290, Page 72, as amended, and a Declaration of Trust recorded with said Registry in Book 27290, Page 106, as amended, having an address of **556 Shore Road, North Truro**, 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 February 13, 2013, recorded with the Barnstable Registry of Deeds in Book 27195, Page 289.

WHEREAS, pursuant to the Covenant, the Condominium is restricted to seasonal use, and the Condominium units may not be occupied between November 30 and March 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 shall be effective unless the same is assented to in writing by the Inhabitants of the Town of Truro, through its Select Board; and

WHEREAS the Town and **the Trust** desire to terminate the Seasonal Restriction as to the Condominium.

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

1. The Seasonal Restriction affecting the Shoreline Beach Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds in Book 27195, page 289 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.

The Shoreline Beach Condominium

By: Miriam Philipp, Trustee

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 16 day of May, 2023, before me, the undersigned notary public, personally appeared Miriam Philipp, Trustee, proved to me through satisfactory evidence of identification, which was DYS DC 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 The Shoreline Beach Condominium Trust.

State of New York  
County of Fulton  
Subscribed to and sworn (or affirmed) to  
before me this 16<sup>th</sup> day of May, 2023  
Linda M. Gilbert  
Notary

Linda M. Gilbert  
Notary Public,  
My Commission Expires: May 12, 2027

LINDA M. GILBERT  
Notary Public, State of New York  
No. 01G15077557  
Qualified in Fulton County  
Commission Expires May 12, 2027

Executed as of the date and year above written.

Mark Plasse  
The Shoreline Beach Condominium  
By: Mark Plasse, Trustee  
Mark Plasse

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 22<sup>nd</sup> day of May, 2023, before me, the undersigned notary public, personally appeared Mark Plasse, Trustee, proved to me through satisfactory evidence of identification, which was made 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 The Shoreline Beach Condominium Trust.



JENNA F. GRAZIANO  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires October 30, 2026

Jenna F. Graziano  
Notary Public,  
My Commission Expires: 10/30/2026

Executed as of the date and year above written.

James P Dilger  
The Shoreline Beach Condominium.

By: James P. Dilger, Trustee  
James P. Dilger

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 22<sup>nd</sup> day of May, 2023, before me, the undersigned notary public, personally appeared James Paul Dilger, Trustee, proved to me through satisfactory evidence of identification, which was NY State Drivers 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 Trustee of The Shoreline Beach Condominium Trust.

Maximillian McCabe

Notary Public,  
My Commission Expires



**MAXIMILLIAN MCCABE**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
February 2, 2029

Executed as of the date and year above written.

The Shoreline Beach Condominium.

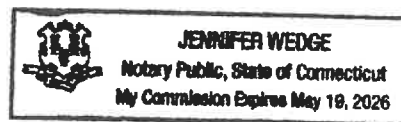
By: Patricia Curtis, Trustee  
*Patricia Curtis*

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 20 day of May, 2023 before me, the undersigned notary public, personally appeared Patricia Curtis, Trustee, proved to me through satisfactory evidence of identification, which was CTDL 0349 Exp 12/29 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 Shoreline Beach Condominium Trust.

*Jill Wedge*  
\_\_\_\_\_  
Notary Public,  
My Commission Expires:



Executed as of the date and year above written.

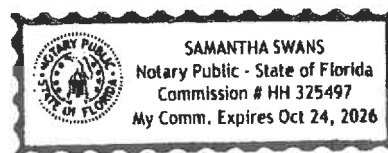
The Shoreline Beach Condominium.

By: *Donald R. Routhier*, Trustee  
Donald R. Routhier

STATE OF FLORIDA  
COUNTY OF BROWARD.

On this 22 day of May, 2023 before me, the undersigned notary public, personally appeared Donald Roland Routhier Trustee, proved to me through satisfactory evidence of identification, which was State of Florida Drivers 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 Trustee of The Shoreline Beach Condominium Trust.

*Samantha Swans*  
Notary Public, *Samantha Swans*  
My Commission Expires: *October 24, 2026*



TOWN OF TRURO,

By Its Select Board

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**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:

B# 27290 P#72 #21963

04-16-2013 @ 08:32a

HEALTH DEPARTMENT  
TOWN OF TRURO

MAY 03 2023

RECEIVED BY:

**MASTER DEED**

**OF**

**THE SHORELINE BEACH CONDOMINIUM**

**JANE A. ANDREWS**, as an Individual, of Coast Guard Road, North Truro, Massachusetts, (hereinafter referred to as the "Declarant") as owner of the premises located at 556 Shore Road, North Truro, Barnstable County, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create, and hereby does 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 declares and provides the following:

**1. Name**

The name of the Condominium shall be **THE SHORELINE BEACH CONDOMINIUM**. The Condominium consists of two (2) buildings containing a total of thirteen (13) units. The location of the buildings showing the units is shown on a plan of land entitled "Plan of Land in (North) Truro as surveyed for Jane A. Andrews depicting the Shoreline Beach Condominium, Scale: 1" = 20', May, 2011, William N. Rogers Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass.", recorded with the Barnstable County Registry of Deeds in Plan Book 649, Page 5.

**2. Description of Land.** The premises which constitutes the Condominium is

located at 556 Shore Road, North Truro, Barnstable County, Massachusetts. Such land, together with the building and improvements thereon is shown on a plan of land entitled "Plan of Land in



(North) Truro as surveyed for Jane A. Andrews depicting the Shoreline Beach Condominium, Scale: 1" = 20', May, 2011, William N. Rogers Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass.", recorded as aforesaid and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

3. **Description of the Buildings.** The Condominium consists of the land described in Exhibit "A", together with two (2) buildings, Building A and Building B. The two (2) buildings contain thirteen (13) Units, Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13.

The two (2) buildings containing a total of thirteen (13) units, are of wood frame construction having wooden bearing walls, wooden floors, wood cedar shingle siding and asphalt shingle roofs. Building A has concrete footings with wood pilings. Building B has a concrete slab in part, wooden piling foundation on concrete footings in part and a concrete block cellar with concrete floor in part. Building A is approximately 75' ± feet in length and 28.24 feet in width with two (2) floors above grade. Building B is approximately 122 feet in length and varies in width between 29.25 feet and 31.50 feet with two (2) floors above grade and a basement in part below grade.

4. **Designation of Condominium Units.** The buildings have been divided into thirteen (13) units, Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12 and 13, respectively. All Units 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 SHORELINE BEACH CONDOMINIUM** depicting Units 1, 2, 3, 4, 5 and 6-13.

Unit 1 located on the first floor of Building A contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as a linen closet, utility closet and washer/dryer closet, containing an area of approximately 840 square feet and obtains access from a main entrance door to a common area walkway and ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the Unit as well as the storage area located in the Basement of Building B all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 2 located on the first and second floors of Building A contains and includes a living area, kitchen/dining area, bathroom, pantry as well as linen and utility closets on the first floor and a bathroom and one (1) bedroom on the second floor as well as a stairway between the floors, containing an area of approximately 770 square feet and obtains access from a main entrance door to a common area walkway and ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the first floor of the Unit, the covered porch located on the southwesterly side of the second floor of the Unit, the storage area located in the Basement of Building B as well as a co-exclusive use easement together with Units 4 and 5 for the covered porch and stairways located on the northeasterly side of the second floor of the Unit, all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit

Unit 3 located on the first floor of Building A contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as a linen closet, utility closet and washer/dryer closet, containing an area of approximately 843 square feet and obtains access from a main entrance door to a common area walkway and ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the Unit as

well as the storage area located in the Basement of Building B all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit. Further, the water lines for all of the Units as well as the sprinkler system for Building A run through the utility closet located in the Unit and the Trustees of **THE SHORELINE BEACH CONDOMINIUM TRUST** shall have access to the same for maintenance of the water lines.

Unit 4 located on the second floor of Building A contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as a linen closet, utility closet and washer/dryer closet, containing an area of approximately 840 square feet and obtains access from a main entrance to a co-exclusive use covered porch and stairs to common area ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the Unit, the storage area located in the Basement of Building B as well as a co-exclusive use easement together with Units 2 and 5 for the covered porch and stairs located on the southeasterly side of the Unit all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 5 located on the second floor of Building A contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as a linen closet, utility closet and washer/dryer closet, containing an area of approximately 843 square feet and obtains access from a main entrance door to a co-exclusive use covered porch and stairs to common area ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the Unit, the storage area located in the Basement of Building B as well as a co-exclusive use easement together with Units 2 and 4 for the covered porch and stairs located on the northeasterly side of the Unit, all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 6 located on the first floor of Building B contains and includes a living area, kitchen/dining area, bathroom and one (1) bedroom as well as utility and washer/dryer closets, containing an area of approximately 651 square feet and obtains access from a main entrance door to an exclusive use area deck to common area ground. The Unit will be granted an exclusive use easement for the deck located on the northeasterly corner of the Unit, the two (2) decks located on the southwesterly side of the Unit as well as the storage area located in the Basement all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 7 located on the first floor of Building B contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets, containing an area of approximately 1,078 square feet and obtains access from a main entrance door to exclusive use concrete steps to common area ground. The Unit will be granted an exclusive use easement for the concrete steps located on the northeasterly side of the Unit, the covered porch and deck located on the southwesterly side of the Unit as well as the storage area located in the Basement all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 8 located on the first floor of Building B contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets, containing an area of approximately 812 square feet and obtains access from a main entrance door to a common area walkway and ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the Unit as well as the storage area located in the Basement all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 9 located on the first floor of Building B contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets, containing an area of approximately 812 square feet and obtains access from a main entrance door to a common area walkway and ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the Unit as well as the storage area located in the Basement all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 10 located on the second floor of Building B contains and includes a living area, kitchen/dining area, bathroom and one (1) bedroom as well as a utility and washer/dryer closets, containing an area of approximately 701 square feet and obtains access from a main entrance door to a co-exclusive use covered porch and stairs to common area ground. The Unit will be granted an exclusive use easement for the deck located on the southwesterly side of the Unit the storage area located in the Basement as well as a Co-exclusive use easement together with Unit 11 for the covered porch and stairs located on the northeasterly side of the Unit, all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 11 located on the second floor of Building B contains and includes a living area, dining area, kitchen, bathroom and two (2) bedrooms as well as utility and washer/dryer closets, containing an area of approximately 1,100 square feet and obtains access from a main entrance door to a co-exclusive use covered porch and stairs to common area ground. The Unit will be granted an exclusive use easement for the deck located on the southwesterly side of the Unit, the storage area located in the Basement as well as a co-exclusive use easement together with Unit 10 for the covered path and stairs located on the northeasterly side of the Unit, all as shown on

the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 12 located on the second floor of Building B contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets, containing an area of approximately 804 square feet and obtains access from a main entrance door to a co-exclusive use covered porch and steps to common area ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the Unit, the storage area located in the Basement as well as a co-exclusive use easement together with Unit 13 for the covered porch and stairs located on the northeasterly side of the Unit, all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first conveys the Unit.

Unit 13 located on the second floor of Building B contains and includes a living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets, containing an area of approximately 810 square feet and obtains access from a main entrance door to a co-exclusive use covered porch and stairs to common ground. The Unit will be granted an exclusive use easement for the covered porch located on the southwesterly side of the Unit, the storage area located in the Basement as well as a co-exclusive use easement together with Unit 12 for the covered porch and stairs located on the northeasterly side of the Unit, all as shown on the site and floor plans which grant will be set forth in the deed by which the Declarant first 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 installation of interior non-bearing walls, or other improvements shall be done in a good and workmanlike manner pursuant to a building permit and other necessary permits duly issued therefore (if required by law) and pursuant to plans and specifications which have been submitted to and approved by the Trustees of **THE SHORELINE BEACH CONDOMINIUM TRUST**, hereinafter referred to, which approval shall not be unreasonably withheld or delayed.

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

**a. Floors:**

The upper surface of the wooden floor joists located immediately below the Unit;

**b. Ceilings:**

The plane of the lower surface of the ceiling joints or rafters of the ceiling immediately above the Unit;

**c. Interior Walls:**

The vertical planes of the innermost unfinished surfaces of the interior walls dividing the unit from the other units and Common Areas and Facilities.

**d. Exterior Walls:**

The vertical planes of the outermost surfaces of the exterior building walls; and

**e. 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.

**6. Common Areas.** The Common Areas and Facilities of the Condominium ("Common elements") shall consist of 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 foundations, wood pilings, concrete slab, concrete block foundation and concrete Basement floor, structural columns, girders, joists, framing, beams, supports, exterior walls, party walls and common walls and roofs of the buildings;
- c. All conduits, ducts, pipes, plumbing, wiring, chimneys, flues and other facilities for the furnishing of utility 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 septic system, underground utility connections, the sign, exterior lighting;
- e. The yards, beach area, gravel parking and driveway area, planters, walkways, and the improvements thereon and thereof (subject to such exclusive rights and easements appurtenant to Units as are hereinabove set forth and as may be established pursuant to provisions hereinafter set forth);
- f. The utility meters located on the sides of the buildings, bike rack;
- g. The decks, stairways and covered porches located on the northeasterly side of the Buildings subject to the exclusive and co-exclusive use grants made to particular units as set forth herein, the utility closets located on the second floor covered porches on Buildings A and B to be used only by the Trustees and Manager of **THE SHORELINE BEACH CONDOMINIUM TRUST** for storage of maintenance items, the Basement of Building B and entrance thereto including the Utility Room (which contains the water lines, meters and sprinkler system and which is accessible only by the said Trustees and Manager), provided that each Unit shall be granted the exclusive use of a storage area therein as designated on the Floor Plan;
- h. The parking spaces located as shown on the site plan designated thereon with a Unit designation, provided, however, that each of the Units will be granted an easement for the exclusive use of two (2) parking spaces by Declarant which easement shall remain appurtenant to the Unit for the purposes of parking not more than two (2) motor vehicles. Declarant shall grant such exclusive use easements to the particular Units by designation thereof in the Unit Deed by which Declarant first conveys such Unit; and
- i. 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:

- a. The terms and provisions of this instrument and of the By-Laws of **THE SHORELINE BEACH CONDOMINIUM TRUST**, as defined and described in Section 13 hereof;
- b. Rules and regulations promulgated pursuant thereto with respect to the use of the common areas and facilities, and
- c. 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 SHORELINE BEACH CONDOMINIUM TRUST**.

Notwithstanding the provisions of this Section 6, any and all expenses for the maintenance, upkeep and repair, (exclusive of the replacement which shall be a common expense) of the covered porch, deck or steps for which an exclusive use easement is granted to a particular unit shall not be a common expense of all units but shall be the sole expense of the owner or owners of the Unit which has the exclusive use thereof. In the event that a Unit Owner

fails to maintain such areas, the Trustees of **THE SHORELINE BEACH 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 any such unit which costs shall be added to the common expenses due from such Unit Owner and which shall be enforceable against and collective from the owner of any 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 SHORELINE BEACH 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 SHORELINE BEACH CONDOMINIUM TRUST** shall also have, and are hereby granted, the exclusive rights to maintain, repair, replace, add to and alter the parking area, paths, walks, utility and service lines and facilities, sign, 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.**

The grant of exclusive use easements as set forth in this Master Deed is made pursuant to the provisions of Section 1 of Massachusetts General Laws Chapter 183A as to a Limited Common Area and 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 the other unit in the Condominium;
- 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;
- c. The grant of the exclusive use parking spaces to the Unit Owners is subject to the rights of the Trustees of THE SHORELINE BEACH CONDOMINIUM TRUST to access the same for purposes of the maintenance, upkeep, repair and replacement of any portions of the water lines, shutoffs, and the common septic system located beneath the said areas; and
- d. No propane tanks may be placed or stored in the exclusive use Basement storage areas.

The use of exclusive use common areas shall be subject to the provisions of this Master Deed, the terms and conditions of **THE SHORELINE BEACH CONDOMINIUM TRUST**, the provisions of said Chapter 183A, and all By-laws and rules and regulations enacted pursuant thereto.

**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 the Condominium, and the Floor Plan of the building and units included in 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 as surveyed for Jane A. Andrews depicting The Shoreline Beach Condominium, Scale 1 IN. = 20 FT., May, 2011, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 649, Page 5; and

**b. Floor Plans**

"Floor Plan of the Shoreline Beach Condominium in (North) Truro, depicting Units 1, 2, 3, 4 and 5, Scale: 1/8 IN. = 1 FT., May, 2011, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." which plan is recorded with said Registry in Plan Book 649, Pages 6.

"Floor Plan of the Shoreline Beach Condominium in (North) Truro, depicting Units 6-13, Scale: 1/8 IN. = 1 FT., May, 2011, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." which plan is recorded with said Registry in Plan Book 649, Page 7.

**9. Interest of Units in Common Areas and Facilities**

Each unit in the Condominium shall be entitled to an undivided interest in the common areas and facilities in the percentage specified therefore in Exhibit "C", annexed hereto and made a part hereof.

**10. Purposes**

The Buildings and each of the thirteen (13) units are intended for 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 SHORELINE BEACH 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, except that Unit 7 may maintain a property manager/treasurer/rental business office within the Unit and, for so long as the Manager under the cottage colony license, the same may be occupied on a year-round basis.
- b. Units 1, 2, 3, 4, 5, 6, 8, 9, 10, 11, 12, and 13 shall be used for seasonal occupancy only pursuant to the provisions of a Condominium Declaration of Covenant dated February 13, 2013, recorded with the Barnstable County Registry of Deeds in Book 27195, Page 289, and the District of the Land Court as Document No. 1,216,109 and must be closed down by November 30<sup>th</sup> of each year and may not be occupied until after March 1<sup>st</sup> of each succeeding year. the Trustees of **THE SHORELINE BEACH CONDOMINIUM TRUST** shall, in consultation with the Unit Owners, determine the exact dates in each year that the Units will be opened and shut down. In the event that the Town of Truro shall remove the seasonal restriction from the section of the Truro Zoning By-Law authorizing condominium conversions, the owners of the units subject to the seasonal restriction may, by unanimous vote of the unit owners in each building elect to winterize the Units and water systems of the Building sufficient to enable the same to be occupied year-round. Any and all expenses for such winterization shall be paid by the Unit Owners modifying the Units in the Building. Unit 7 may be used for year-round residential occupancy provided that the owner or resident thereof is named as Manager in the Motel License issued by the Town of Truro;

- c. The architectural integrity of the Buildings and the Units shall be preserved without modification, and to that end, without limiting the generality, no awning (except for the southwesterly side of Unit 11), 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 shall be made, and no painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window; provided however, that the provisions of this subparagraph (c) 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 alter, remove or otherwise modify any structural components of his Unit(s);
- d. Dogs, cats or other customary household pet animals or birds not to exceed two (2) in number may be kept in any Unit only by the Owner of such Unit, provided, however, that they are not in such number or type as to be noisome or offensive to occupants of other Units, and shall be suitably leashed or caged 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. Further, the Unit Owner shall be responsible for ensuring that any such pet animal is properly supervised when on common area;
- e. No rental of a Unit shall be permitted for a period of less than seven (7) days; and
- f. 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 SHORELINE BEACH 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 paragraph except such as occurs during his or her ownership thereof.

## 12. Amendments

Except as specifically otherwise provided herein, the Condominium Trustees with the consent in writing of Unit Owners holding at least seventy-five (75%) percent of the beneficial interest of the Condominium Trust may at any time and from time to time, amend, alter, add to,

or change this Master Deed in any manner or to any extent, subject to the Trustees first being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided always, however, that no such amendment, alteration, addition or change which would affect, in any manner, the provisions of Section 9, Section 12 and Section 13 (except with the consent of the Declarant) or render this Master Deed or the Condominium Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. No amendment will be valid if it adversely affects the right of any Unit Owner existing as of the date of this Master Deed, unless the affected Unit Owner consents to said amendment. Where mortgagee consent is required under the Master Deed and/or Chapter 183A, the instrument of amendment shall be deemed assented to by the holders of the first mortgagees of record with respect to the Units upon the giving of sixty (60) days written notices sent to said mortgagees by certified mail/return receipt requested. All consents obtained pursuant to this Section 12 shall be effective upon the recording of an affidavit by the Trustees stating that all necessary notices have been sent via certified mail/return receipt requested, and the receipt cards have been returned evidencing actual notice or refusal of notice to such mortgage holders of record. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the recording with the Registry of Deeds of any instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds by a majority of Trustees, setting forth in full the amendment, alteration, addition or change, and reciting the consent of the Unit Owners required by the Condominium Trust to consent thereto, and provided such instrument is recorded no later than six months from its date thereof. 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 said instrument or not, upon any question as to title or affecting the rights of third persons and for all other purposes.

**13. Managing Entity**

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is **THE SHORELINE BEACH CONDOMINIUM TRUST** under Declaration of Trust dated *April 12*, 2013, to be recorded herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The names and addresses of the original and present Trustees thereof (therein designated as the Trustees thereof) is as follows:

JANE A. ANDREWS	8 Coast Guard Road North Truro, MA 02652
RALPH W. ANDREWS	8 Coast Guard Road North Truro, MA 02652

The address of the Trust is:

556 Shore Road  
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 unit owners, their employees, tenants, guest, 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 Sections 2 and 6 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. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance**

Notwithstanding anything in the Master Deed or in the Condominium Trust and By-Laws to the contrary, 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. In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (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 through the procedures described in subparagraphs (i) and (ii) above;
- b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;
- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee (except as otherwise permitted by Massachusetts laws – i.e., M.G.L., Chapter 183A, Section 6);
- d. Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit except as otherwise permitted by Massachusetts law as noted above;
- e. A lien for common expenses and assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from, the lien of any assessments made thereafter;
- f. Unless at least two-thirds (2/3) of the institutional first mortgage lenders holding mortgages on the individual Units at the condominium have given their written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:
- (i) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium

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

- (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 Areas and Facilities;
  - (iii) partition or subdivide any Unit;
  - (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which prior approval of a mortgagee shall be required under this Subsection;
  - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or common elements of the Condominium.
- g. To the extent permitted by law, 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;
- h. In no case, shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional First Mortgagee of the Unit 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 Areas and Facilities of the Condominium;
- i. An institutional First Mortgage lender, upon request to the Trustees of the Condominium Trust will be entitled to:

- (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to any obligations of such borrower under this Master Deed or the provisions 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 at its own expense an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings;
- (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation of eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
- (vi) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
- (vii) receive written notice of any action which requires the consent of a specified percentage of eligible mortgagees.

The Declarant intend that the provisions of this Section 15 and all other provisions of this Master Deed comply with the requirements of the Federal Home Loan Mortgage Corporation (hereinafter referred to as "FHLMC") and Federal National Mortgage Association (hereinafter referred to as "FNMA") with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of a conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and Massachusetts General Laws Chapter

183A with respect to any action or non-action to be taken or omitted by the Unit Owners or Trustees of the Condominium Trust, or with respect to any other matter, the greatest percentage requirements shall control. This Section 15 may be amended only with prior written approval of first mortgage lenders representing 67% in number and percentage interest of the mortgaged Units in the Condominium and 100% in percentage interest of the Owners of Units in the Condominium.

Notwithstanding any provision above to the contrary, if any amendment or action by the Trustees shall require assent of mortgagees holding mortgages on Units in the Condominium, and any such mortgagees shall fail to respond in either the positive or the negative to any such request by the Trustees within sixty (60) days of verified receipt by said mortgagee of the amendment or action requiring their assent, then said mortgagee shall be deemed to have assented to said amendment or request and no further action on the part of the Trustees or Unit Owners regarding said mortgagee assent shall be required and the Trustees may file documentation as if the assent were attached.

#### **16. Special Amendment**

Notwithstanding anything herein contained to the contrary, so long as the Declarant owns at least one Unit in the Condominium, the Declarant reserve the right and power to file and record a special amendment ("Special Amendment") to this Master Deed at anytime and from time to time which amends this Master Deed (i) to comply with requirements of the FNMA, FHLMC, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownerships; (iii) to bring

this Master Deed into compliance with Chapter 183A of the General Laws of Massachusetts; (iv) to amend and modify this Master Deed, interior Unit plans, or the Site Plan regarding unsold Units including designation of exclusive use areas and rights of those unsold Units without obtaining written assent from those sold Units; and (v) to correct clerical or typographical errors or to cure any ambiguity, inconsistency, formal defect or omission in this Master Deed or any exhibit hereto or any supplement or amendment hereto provided such Special Amendment does not materially and adversely affect rights and interests of the Unit Owners. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarant to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarant to act pursuant to rights reserved or granted under this section shall be automatically assigned to the Trustees of **THE SHORELINE BEACH CONDOMINIUM TRUST** at such time as neither the Declarant nor any assignee of the Declarant's rights hereunder shall any longer hold or control title to any Units.

**17. Provisions Regarding Heat, Temperature Maintenance, Water and Septic Systems.**

- (a) Heat – Air Conditioning: Each Unit in the Condominium contains its own separate facilities for providing heat and air conditioning to the Unit. Such facilities include electric heat pumps/condenser which are located adjacent to the Buildings. Notwithstanding the provisions of Section 6 Common Areas, the costs and expenses associated with the upkeep, repair, maintenance, replacement and electrical usage of the heat/air conditioning systems shall not be a common expense attributable to all of the Units in the Condominium in accordance with the percentages set forth in Exhibit

C. Rather, each of the Units shall be responsible for one hundred (100%) percent of such costs and expenses incurred in connection with the particular system servicing that Unit including the condenser and handler.

In the event of a dispute or the failure of a Unit Owner to properly maintain such system, the Trustees of **THE SHORELINE BEACH CONDOMINIUM TRUST** may enforce and administer the provisions of this Section 16(a) and for that purpose shall have the right of access to the heat pump/condensers and related facilities for purposes of inspection, upkeep, maintenance, repair and/or replacement of such heat and air conditioning systems. Any and all costs and expenses, as hereinabove set forth shall be paid by the owners of the Units as set forth above. In the event that a Unit Owner fails or neglects to pay the same, such costs shall be assessed by the Trustees as part of the common expenses attributable to the Unit Owner of the Unit and shall be due immediately upon its assessment and billing, the non-payment of which shall be enforceable against and collected from the Unit Owner in the same manner as other common expenses and charges, and which shall constitute a lien on such unit or units.

- (b) Hot Water: Each of the Units in the Condominium contains its own electric hot water heater. Each Unit shall be responsible for all costs and expenses associated with the maintenance, upkeep, repair and replacement of the hot water heater, its plumbing and electrical connections as well as the cost of electricity supplied thereto.
- (c) Temperature Maintenance: At the present time only the Manager's Unit, Unit 7, may be occupied year-round and all of the other Units must be shut down and drained during the period of November 30 and March 1, pursuant to the Condominium Declaration of Covenant referred to in Section 11. In the event that the Town of Truro amends the Zoning By-laws so as to allow for the year-round occupancy of condominium units and all other requirements are met, the owners of the Units in either of the Buildings may by unanimous vote decide to have the units in the Building open year-round. In the event that the owners of all of the units in a Building shall so elect then such Owners 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 16 (c) shall commence on November 1st and terminate on April 30th of each year). In the event that any unit owner shall fail or neglect to maintain the aforementioned 55 degree Fahrenheit temperature in his or her unit, the Trustees of **THE SHORELINE BEACH 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 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 SHORELINE BEACH CONDOMINIUM TRUST** shall enforce and administer the provisions of this Section 16(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 16(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.

- (d) Water: Each of the Units in the Condominium has its own separate water line and meter. The costs and expenses for the supplying of water as well as for the maintenance and repair of the water lines and meters shall not be a common expense apportioned among the Units in accordance with their respective percentage interest in the common areas and facilities. . Rather each unit shall be solely responsible for the costs of water supplied to that Unit as well as the cost for the maintenance, upkeep and repair of the water line and meter servicing that Unit.
- (e) Septic System: The Condominium is served by a private Title 5 Septic System located under the parking area and parking spaces. The costs and expenses associated with the upkeep, maintenance, repair and/or replacement of the septic system connection shall be a common expense attributable to all of the units in accordance with their respective percentage interest in the common area and facilities.



**19. 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 provisions 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; and
- 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.

**20. 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.

**21. 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.

**22. 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 said Jane A. Andrews has placed her hand and seal  
this 12<sup>th</sup> day of April, 2013.

Jane A. Andrews  
JANE A. ANDREWS

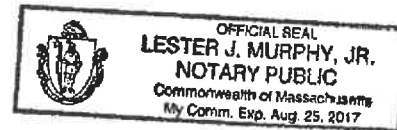
COMMONWEALTH OF MASSACHUSETTS

Barnstable ss:

On this 12<sup>th</sup> day of April, 2013, before me, the undersigned notary public, personally appeared JANE A. ANDREWS, proved to me through satisfactory evidence of identification, which was *personal knowledge*, 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.

Lester J. Murphy Jr  
Lester J. Murphy Jr, Notary Public

my commission expires: *Aug 25, 2017*



**EXHIBIT "A"**

The land together with the buildings and improvements thereon situated in Truro (North), Barnstable County Massachusetts, more particularly bounded and described as follows:

**PARCEL ONE**

**LOT 1  
LAND COURT PLAN NO. 15736-A**

For Title see Certificate of Title No. 113721 issued by the Barnstable County Registry District of the Land Court.

The above-described land is subject to the following matters:

1. Right of Way appurtenant to the property at 541 Shore Road for foot passage to the beach as set forth in deed dated August 6, 1998, registered as Document No. 735,543.
2. Utility easement granted to Commonwealth Electric Company and New England Telephone and Telegraph Company dated May 26, 1988, registered as Document No. 459,247.
3. Truro Zoning Board of Appeals grant of Special Permit for enlargement of motel registered as Document No. 454,485.
4. Order of Conditions imposed by Truro Conservation Commission dated August 12, 2008, registered as Document No. 1,102,816, as amended by Amended Order of Conditions dated February 8, 2010, registered as Document No. 1,135,397.
5. Truro Planning Board decision on Site Plan Review dated November 24, 2008, registered as Document No. 1,102,817.
6. Condominium Declaration of Covenant granted to the Inhabitants of the Town of Truro by instrument dated July 23, 2008, registered as Document no. 1,102,818.
7. Truro Zoning Board of Appeals grant of Special Permit authorizing condominium conversion dated February 2, 2009, registered as Document No. 1,107,922.
8. Easement grant to Norman Floyd et al dated January 10, 2012, registered as Document No. 1,182,705.
9. Easement granted to Alice T. Onbashian dated January 10, 2012, registered as Document No. 1,183,539.

10. Condominium Declaration of Covenant granted to the Inhabitants of the Town of Truro dated February 13, 2013, registered as Document No. 1,216,109.

**PARCEL TWO**

**LOT 5** containing an area of 61,308 square feet, more or less, and being shown on a plan of land entitled "Plan of Land in (North) Truro as surveyed for Jane A. Andrews, Scale: 1 IN. = 20 FT., December, 2009, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, MA" which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 633, Page 10. (excepting therefrom, the land shown as Lot 1 on Land Court Plan No. 15736-A.)

The above-described premises are conveyed subject to and with the benefit of the following matters:

1. Right of way appurtenant to property at 541 Shore Road as set forth in the instrument dated August 6, 1998, recorded in Book 11619, Page 258;
2. Utility easement dated May 26, 1998, recorded in Book 6283, Page 280;
3. Notice of Grant of Special Permit recorded in Book 10208, Page 166;
4. Truro Planning Board Site Plan Review Decision dated November 24, 2008, recorded in Book 23311, Page 258;
5. Condominium Declaration of Covenant granted to the Inhabitants of the Town of Truro dated July 23, 2008, recorded in Book 23311, Page 261; and
6. Notice of Grant of Special Permit by the Truro Zoning Board of Appeals dated February 2, 2009, recorded in Book 23497, Page 123.
7. Easement granted to Norman Floyd et al dated January 10, 2012, recorded in Book 26014, Page 276.
8. Easement granted to Alice T. Onbashian dated January 10, 2012, recorded in Book 26042, Page 61.
9. Condominium Declaration of Covenant granted to the Inhabitants of the Town of Truro dated February 13, 2013, recorded in Book 27195, Page 289.

For Declarant's title see the following:

1. Deed of Joseph John North, et ux dated April 17, 1985, recorded with the Barnstable County Registry of Deeds in Book 4493, Page 319;
2. Judgment of the Barnstable Superior Court in the action of Jane A. Andrews vs. The Heirs of Ruth H. Phillips, et al dated January 14, 2011, recorded with said Registry in Book 25203, Page 60; and
3. Certificate of Title No. 113721 issued by the Barnstable County Registry District of the Land Court.

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**EXHIBIT "B"**

UNIT DESIGNATION	BUILDING DESIGNATION	APPROXIMATE SQUARE FOOT AREA	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATELY ACCESSIBLE COMMON AREAS AND FACILITIES
1	A	840 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets.	Main entrance door to common area walkway and ground.
2	A	770 Sq. Ft. ±	Six (6) rooms including living area, kitchen/dining area, pantry, bathroom and linen/utility closets on first floor and bathroom and one (1) bedroom on second floor as well as stairway between floors.	Main entrance door to common area walkway and ground.
3	A	843 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets..	Main entrance door to common area walkway and ground.
4	A	840 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets.	Main entrance door to co-exclusive use covered porch and stairs to common area ground.
5	A	843 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedrooms as well as linen and washer/dryer closets.	Main entrance door to co-exclusive use covered porch and stairs to common area ground.

**EXHIBIT "B"**

UNIT DESIGNATION	BUILDING DESIGNATION	APPROXIMATE SQUARE FOOT AREA	NUMBER AND DESIGNATION OF ROOMS	IMMEDIATELY ACCESSIBLE COMMON AREAS AND FACILITIES
6	B	651 Sq. Ft. ±	Four (4) rooms including living area, kitchen/dining area, bathroom and one (1) bedroom as well as utility and washer/dryer closets.	Main entrance door to exclusive use deck to common area ground.
7	B	1078 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets.	Main entrance door to exclusive use concrete steps to common area ground.
8	B	812 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets..	Main entrance door to common area walkway and ground.
9	B	812 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets.	Main entrance door to common area walkway and ground.
10	B	812 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedrooms as well as utility and washer/dryer closets.	Main entrance door to co-exclusive use covered porch and stairs to common area ground.
11	B	1100 Sq. Ft. ±	Six (6) rooms including living area, dining area, kitchen, bathroom and two (2) bedrooms as well as utility and washer/dryer closets.	Main entrance door to co-exclusive use covered porch and stairs to common area ground.

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**EXHIBIT "B"**

<b>UNIT DESIGNATION</b>	<b>BUILDING DESIGNATION</b>	<b>APPROXIMATE SQUARE FOOT AREA</b>	<b>NUMBER AND DESIGNATION OF ROOMS</b>	<b>IMMEDIATELY ACCESSIBLE COMMON AREAS AND FACILITIES</b>
12	B	804 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedroom as well as utility and washer/dryer closets.	Main entrance door to co-exclusive use covered porch and stairs to common area ground.
13	B	810 Sq. Ft. ±	Five (5) rooms including living area, kitchen/dining area, bathroom and two (2) bedroom as well as utility and washer/dryer closets.	Main entrance door to c-exclusive use covered porch and stairs to common area ground.



## EXHIBIT "C"

Unit Designation	Percentage Interest in Common Areas and Facilities
1.	7.5 %
2.	6.8 %
3.	7.5 %
4.	7.5 %
5.	7.6 %
6.	6.7 %
7.	10.0 %
8.	7.5 %
9.	7.5 %
10.	6.8 %
11.	9.5 %
12.	7.5 %
13.	7.6 %
Total	100.0 %

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TRURO YEAR ROUND CONDOMINIUM REQUEST – WATER SERVICE SUITABILITY  
CHECKLIST

SERVICE ADDRESS: 556 Shore Rd

DATE OF INSPECTION: 1 June 2021

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? 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. yes

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

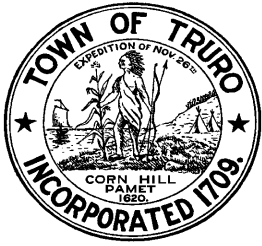
Is current water service compliant material (CTS polyethylene meeting AWWA C901 Standards)? yes

*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.*

HEALTH DEPARTMENT  
TOWN OF TRURO  
NOV 07 2022  
RECEIVED BY:

M. J. Oliver

Signatures: F. F. ...



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Health and Conservation

**REQUESTOR:** Emily Beebe, Health and Conservation Agent

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Year- Round Status

**EXPLANATION:** The Southwind Court Condominium, Unit 1 and Unit 8, 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 Southwind Court Condominium Trust was created August 11, 2016, and restricted to seasonal use pursuant to its covenant. They have revised the covenant and all units completed the year-round conversion inspections on May 9, 2023 & May 16, 2023. Unit 1 and Unit 8 are ready to proceed to year-round occupancy and have brought all health, safety, and building corrections into compliance. A partial release of the seasonal covenant is required to allow for the year-round use for Unit 1 and Unit 8.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** Unit 1 and Unit 8 will not gain year-round status and will remain seasonal.

**SUGGESTED ACTION:** Motion to approve the year-round use and partial removal of the seasonal covenant for Unit 1 and Unit 8 of the Southwind Court Condominium.

**ATTACHMENTS:**

1. Southwind Court Condo Conversion Application
2. Southwind Court Condo Partial Release of Covenant
3. Southwind Court Condo Deed-Unit 1

4. Southwind Court Condo Deed-Unit 8
5. Southwind Court Condo Trust
6. Southwind Court Condo Master Deed
7. Provincetown Water Department Checklist

32-15

PAID 2042

Step 1- Pre Application  
Condominium Conversion Application

Date: 3/15/2023  
Establishment Name: Southwind Court Condominium  
Property Address: 121 Shore Rd 02652  
Mailing Address: 32 Winter St. Yarmouth port 02675  
Designated representatives: Jeffrey Clonts  
Telephone:  
Email:



TOWN OF TRURO

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

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

Unit #'s Going Year-Round: 2  
Unit #'s Staying Seasonal: 6

Property Compliance Checklist- preliminary file research

Health

- Current Title V inspection report (last inspection AUG 2020 -> updated inspection Due AUG 2023)
- 105 CMR 410 - Minimum Standards for Human Habitation - general compliance

Conservation

NA

MAR 15 2023

RECEIVED BY:

- 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. (letter from PWS dated 2/27/2023)
- Gas - individually metered units if source is common tank (none)
- Electric - units are individually metered - Heating + AC Splits

Building (based on 780 CMR - 9th edition)

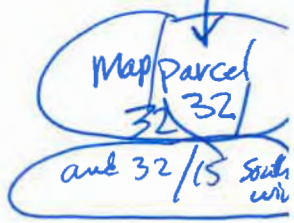
- Egress, light and ventilation - compliant with R102.6.4
- Bedroom and basement emergency escape and rescue openings - compliant with R310
- Energy - compliant with Ch. 11 and 2015 IECC 505 w/ appendix AA (stretch code)

Notes March 28, 2023

Phase 1 mtg

4.17 acre parcel ÷ into 2

- 6 - 1 BR cottages
- 2 - 2 BR cottages
- 1 - 4 BR Main house



- all units separately metered in 2014. okay for year round

Units 1+8 have full foundations + are already prepped for year round

- 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 *NA*
- Upgrade wall and above-counter electric outlets
- For new circuits install arc-fault circuit breakers
- All kitchen appliances on individual circuits

Other Staff Notes:

*PARKING:*  
*all units have 2 parking*  
*and Units 1 + 8 have 3 spaces*

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

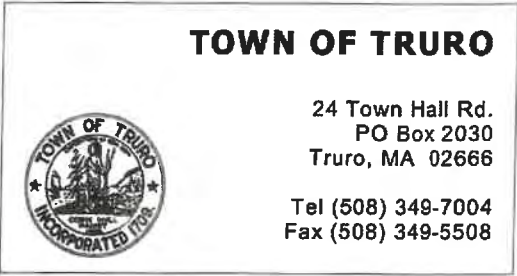
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Signature print name date

PAID  
1030

Step 2:  
Condominium Conversion Application

Date: 3-28-2023  
Establishment Name: Southwind Court Condos  
Property Address: 121 Shore Rd 32-15  
Mailing Address: \_\_\_\_\_  
Designated representatives: Jeffrey Clontz  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_



BUILDING DEPARTMENT  
TOWN OF TRURO

MAR 28 2023

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: 9 Units 14 Bedrooms TOTAL

Unit #'s Going Year-Round: 2 (unit 1 + unit 8)

Unit #'s Staying Seasonal: UNIT 2,3,4,5,6,7

Proposed number of: \_\_\_\_\_ Units \_\_\_\_\_ Bedrooms

[Signature]  
Applicant Signature

3/28/2023  
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)  
NO NEW PLAN REQ'D.
- Septic Plan (if required by Health Dept.)  
NO UPGRADE REQUIRED

approved: [Signature] 6-6-23  
Building Commissioner date

approved: [Signature] 6/12/2023  
Health Agent date

Current Septic System Inspection Report

AUG. 2020  
date  
Due AUG 2023

1998  
year of installation

Property Compliance Checklist from Step 1 – Pre Application

BUILDING DEPARTMENT  
TOWN OF TRURO

Comments of the Health Agent

MAR 28 2023  
RECEIVED BY:

No unresolved issues - Septic Insp.  
Current

*[Signature]*  
Health Agent  
*[Signature]* June 12, 2023  
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



**PARTIAL RELEASE FROM  
DECLARATION OF COVENANT**

RELEASE dated this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between **The Southwind Condominium Trust** (the “Trust”), established pursuant to G.L. c. 183A by a Master Deed dated August 11, 2016 and recorded with the Barnstable Registry District of the Land Court on September 13, 2016 as Land Court Document No. 1,303,466 as noted on Certificate of Title C414, being Lot 54, LCP No. 11740-T, as amended, and a Declaration of Trust recorded with said Registry District as Document No. 1,303,465 as amended, having an address of 121 Shore Road, North Truro, Barnstable County, Massachusetts; **Nelson G. Villafane**, owner of Unit 1, by deed recorded with said Registry District as Document No. 1,325,290, Certificate of Title C414-1, dated July 11, 2017, and **Jeffrey F. Clonts and Robert J. Ryan**, owners of unit 8, by deed recorded with said Registry District as Document No. 1,424,319, Certificate of Title C414-8, dated March 31, 2021, 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 September 13, 2013, and recorded with the Barnstable Registry District of the Land Court as Document No. 1,230,679;

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 Select Board; and

WHEREAS the Town and **the Trust** desire to terminate the Seasonal Restriction as to certain Units in the Condominium.

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

1. The Seasonal Restriction affecting the Southwind Condominium, as set forth in the Covenant recorded with the Barnstable Registry of Deeds as Document No. 1,230,679 is hereby released and terminated as to **Unit 1 and Unit 8**.


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

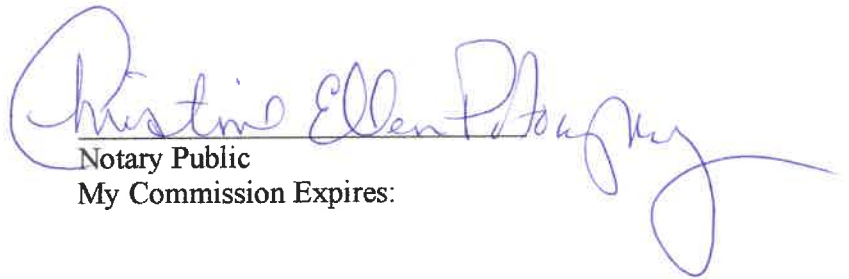
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**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 31 day of May, 2023, before me, the undersigned notary public, personally appeared Jeffrey Clonts, Trustee, proved to me through satisfactory evidence of identification, which was MA ID-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 Trustee of the Southwind Condominium Trust.

  
Jeffrey Clonts, Trustee

  
Notary Public  
My Commission Expires:

 **CHRISTINE ELLEN POTOCZNY**  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
March 9, 2029

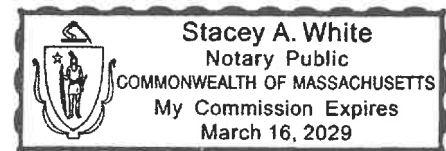
**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 31 day of May, 2023, before me, the undersigned notary public, personally appeared Nelson Villafane, Trustee, proved to me through satisfactory evidence of identification, which was FL Drivers Lic 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 Southwind Condominium Trust.

Nelson Villafane  
Nelson Villafane, Trustee

Stacey A. White  
Notary Public  
My Commission Expires:

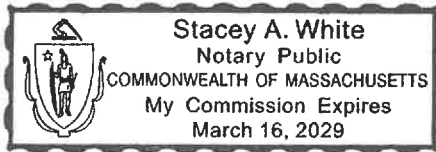


COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 31 day of May, 2023, before me, the undersigned notary public, personally appeared Liza Frenette, Trustee, proved to me through satisfactory evidence of identification, which was Ny 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 as Trustee of the Southwind Condominium Trust.

Liza Frenette  
Liza Frenette, Trustee



Stacey A. White  
Notary Public  
My Commission Expires:

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

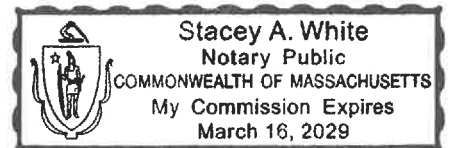
On this 31<sup>st</sup> day of MAY, 2023, before me, the undersigned notary public, personally appeared Peter Housos, Trustee, proved to me through satisfactory evidence of identification, which was MA Drivers Lic to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Southwind Condominium Trust.



\_\_\_\_\_  
Peter Housos, Trustee



\_\_\_\_\_  
Notary Public  
My Commission Expires:



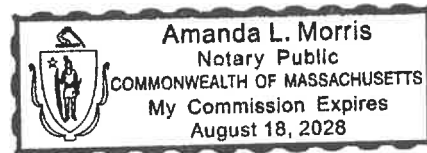
COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this 2<sup>nd</sup> day of June, 2023, before me, the undersigned notary public, personally appeared Charlene Priolo, 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 acknowledged to me that she signed it voluntarily for its stated purpose as Trustee of the Southwind Condominium Trust.

Charlene Priolo  
Charlene Priolo, Trustee

Amanda L Morris  
Notary Public  
My Commission Expires:



Executed as of the date and year above written.

TOWN OF TRURO,  
By Its Select Board

\_\_\_\_\_  
Kristen Reed, Chair

\_\_\_\_\_  
Susan Areson, Vice Chair

\_\_\_\_\_  
John Dundas, Clerk

\_\_\_\_\_  
Stephanie Rein, Member

\_\_\_\_\_  
Robert Weinstein, Member

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member of the Truro 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:

Doc: 1,325,290 07-11-2017 3:00  
Ctf#: C414-1

BARNSTABLE LAND COURT REGISTRY  
NOT

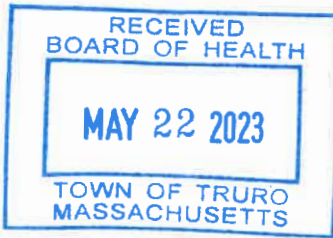
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COMMONWEALTH OF MASSACHUSETTS

LAND COURT AN

OFFICE DEPARTMENT OF THE TRIAL COURT L

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CONDOMINIUM UNIT DEED

FRED E. SATERIALE, III and MICHAEL W. RODERICK, Trustees of the R & S Realty Trust, u/d/t dated May 30, 2014 and a Certificate of which is registered with the Barnstable County Registry District of the Land Court as Document No. 1,246,987, with an address of PO Box 248, North Truro, MA 02652

in consideration of TWO HUNDRED THOUSAND and no/100 (\$200,000.00) DOLLARS, paid

grant to NELSON G. VILLAFANE, as an Individual, with an address of 949 Pennsylvania Avenue, Apt. 406, Miami Beach, FL 33139

*With QUITCLAIM COVENANTS*

Unit 1 in THE SOUTHWIND COURT CONDOMINIUM, a condominium created by Master Deed dated August 11, 2016, and filed on September 13, 2016 with the Barnstable County Registry District of the Land Court as Document No. 1,303,466 noted on Certificate of Title No. C414, being a portion of the premises shown as Lot 54 on Land Court Plan No. 11740-T.

The Post Office Address of the Condominium is: 121 Shore Road, North Truro, MA 02652

The unit conveyed is laid out as shown on the floor plans filed with the Master Deed and to which is affixed a verified statement in the form provided in M.G.L. Ch. 183A §9. It is subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in General Laws Chapter 183A, the Master Deed and the Bylaws filed therewith.

The Unit is granted an exclusive use easement for the deck located on the southwesterly side of the Unit as well as the yard area located on the northerly, southerly, easterly and



westerly sides of the Unit as shown on the site and floor plans,  
and all in accordance with the Master Deed.

OFFICIAL OFFICIAL

The Unit is intended for residential purposes and other uses  
permitted by the applicable Zoning Ordinances and set forth in  
the Master Deed.

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The undivided percentage interest of the Unit conveyed hereunder  
in the common areas and facilities of the Condominium and in THE  
SOUTHWIND COURT CONDOMINIUM TRUST created under a Declaration of  
Trust dated August 11, 2016, registered as Document No.  
1,303,465 is 10.2%

Property Address: 121 Shore Road  
Unit 1  
Truro, MA

The Grantors hereby release any and all rights of homestead in  
the above property and further certify under the pains and  
penalties of perjury that no other party can claim the benefit  
of a homestead by court order or otherwise in said property.

For title see Certificate of Title C414.

Witness my hand and seal this <sup>N O T</sup> 10<sup>th</sup> day of <sup>N O T</sup> July, 2017.

O F F I C I A L  
C O P Y

O F F I C I A L  
C O P Y

*Fred E. Sateriale III, Trustee*

N O T  
A N

FRED E. SATERIALE III, Trustee

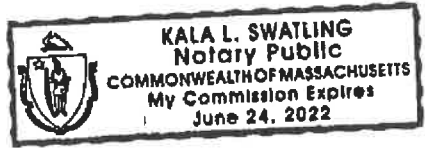
O F F I C I A L  
C O P Y

O F F I C I A L  
C O P Y

COMMONWEALTH/STATE OF

County of *Barnstable*

On this *10<sup>th</sup>* day of *July*, 2017, before me, the undersigned notary public, personally appeared **Fred E. Sateriale, III, Trustee**, proved to me through satisfactory evidence of identification, which was *through Personal Knowledge*, proved to be the person whose name is signed on the preceding or attached document as his 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 his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Trustee of the R & S Realty Trust



*Kala L. Swatling*  
Kala L. Swatling Notary Public

My commission expires:  
*June 24, 2022*

MASSACHUSETTS STATE EXCISE TAX  
BARNSTABLE LAND COURT REGISTRY  
Date: 07-11-2017 @ 03:00pm  
Ct1#: 1136 Doc#: 1325290  
Fee: \$684.00 Cons: \$200,000.00

BARNSTABLE COUNTY EXCISE TAX  
BARNSTABLE LAND COURT REGISTRY  
Date: 07-11-2017 @ 03:00pm  
Ct1#: 1136 Doc#: 1325290  
Fee: \$612.00 Cons: \$200,000.00

Witness my hand and seal this <sup>5<sup>th</sup></sup> day of July, 2017.

NOT A N  
O F F I C I A L O F F I C I A L  
C O P Y C O P Y

NOT Michael W. Roderick Trustee  
A N MICHAEL W. RODERICK, Trustee  
O F F I C I A L O F F I C I A L  
C O P Y C O P Y

COMMONWEALTH/STATE OF Massachusetts

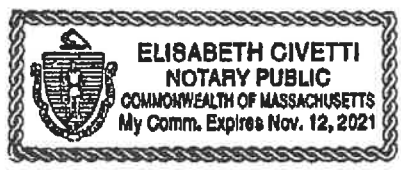
County of Barnstable

On this <sup>5<sup>th</sup></sup> day of July, 2017, before me, the undersigned notary public, personally appeared Michael W. Roderick, Trustee, proved to me through satisfactory evidence of identification, which was personal knowledge, proved to be the person whose name is signed on the preceding or attached document as his 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 his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Trustee of the R & S Realty Trust

Elisabeth Civetti  
Notary Public

My commission expires: 11/12/2021

Ec:clients\sateriale.roderick-121.shore.road\unit.1.deed



N O T R U S T E E ' S C E R T I F I C A T E  
A N A N  
O F F I C I A L R & S R E A L T Y T R U S T O F F I C I A L  
C O P Y C O P Y

FRED E. SATERIALE, III and MICHAEL W. RODERICK, Trustees of the R & S Realty Trust, under a Declaration of Trust dated May 30, 2014, and registered with Barnstable County Registry District of the Land Court as Document No. CL 246,987, hereby on oath certify that:

- C O P Y C O P Y
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 convey the premises known as 121 Shore Road, Unit 1, Southwind Court Condominium, North Truro, MA, shown as Lot 54 on Land Court Plan No. 11740T, to Nelson Villafane for consideration in the amount of \$200,000.00 pursuant to said Trust.

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

Further your deponent sayeth not.

NOT  
Signed under the penalties of perjury this <sup>A N</sup> 10<sup>th</sup> day of July  
, 2017. OFFICIAL COPY

NOT  
<sup>A N</sup> Fred E. Sateriale III, Trustee  
OFFICIAL COPY

COMMONWEALTH/STATE OF

County of Barnstable

On this 10<sup>th</sup> day of July, 2017, before me, the undersigned notary public, personally appeared Fred E. Sateriale, III, Trustee, proved to me through satisfactory evidence of identification, which was through personal knowledge, proved to be the person whose name is signed on the preceding or attached document as his 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 his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Trustee of the R & S Realty Trust



*Kala Swatling*  
Kala L. Swatling, Notary Public

My commission expires:  
June 24, 2022

Signed under the Penalties of perjury this 5<sup>th</sup> day of July, 2017.

NOT AN OFFICIAL COPY  
NOT AN OFFICIAL COPY

Michael W Roderick Trustee  
Michael W N Roderick, Trustee

COMMONWEALTH/STATE OF Massachusetts

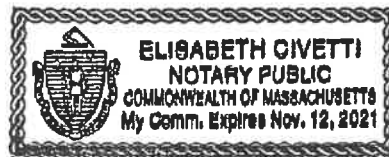
County of Barnstable

On this 5<sup>th</sup> day of July, 2017, before me, the undersigned notary public, personally appeared Michael W. Roderick, Trustee, proved to me through satisfactory evidence of identification, which was personal knowledge

, proved to be the person whose name is signed on the preceding or attached document as his 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 his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Trustee of the R & S Realty Trust

Elisabeth Cuvetti  
Notary Public

My commission expires: 11/12/2021



BARNSTABLE REGISTRY OF DEEDS  
John F. Meade, Register

**COMMONWEALTH OF MASSACHUSETTS  
LAND COURT  
DEPARTMENT OF THE TRIAL COURT  
CONDOMINIUM UNIT DEED**

**FRED E. SATERIALE, III and MICHAEL W. RODERICK, Trustees of the R & S Realty Trust, w/d/t dated May 30, 2014 and a Certificate of which is registered with the Barnstable County Registry District of the Land Court as Document No. 1,246,987, with an address of PO Box 248, North Truro, MA 02652**

in consideration of **TWO HUNDRED NINETY-FIVE THOUSAND and no/100 (\$295,000.00) DOLLARS**, paid

grant to **JEFFREY F. CLONTS and ROBERT J. RYAN**, a married couple, as Tenants by the Entirety, with an address of 32 Winter Street, Yarmouth Port, MA 02675

*With QUITCLAIM COVENANTS*

Unit 8 in **THE SOUTHWIND COURT CONDOMINIUM**, a Condominium created by Master Deed dated August 11, 2016, and filed on September 13, 2016 with the Barnstable County Registry District of the Land Court as Document No. 1,303,466 noted on Certificate of Title No. C414, as amended by First Amendment to Master Deed dated June 25, 2018, registered as Document No. 1,350,235, being a portion of the premises shown as Lot 54 on Land Court Plan No. 11740-T.

The Post Office Address of the Condominium is: 121 Shore Road, North Truro, MA 02652

The Unit conveyed is laid out as shown on the floor plans filed with the Master Deed and to which is affixed a verified statement in the form provided in M.G.L. Ch. 183A §9. It is subject to and with the benefit of the obligations, restrictions, rights and liabilities contained in General Laws Chapter 183A, the Master Deed and the Bylaws filed therewith.

The Unit is granted an exclusive use easement for the deck located on the southwesterly side of the Unit, as well as the yard area located on the northerly, southerly, easterly and westerly sides of the Unit, all as shown on the site and floor plans, and all in accordance with the Master Deed.

The Unit is intended for residential purposes and other uses permitted by the applicable Zoning Ordinances and set forth in the Master Deed.

The undivided percentage interest of the Unit conveyed hereunder in the common areas and facilities of the Condominium and in **THE SOUTHWIND COURT CONDOMINIUM**

Property Address: 121 Shore Road, Unit 8, North Truro, MA 02652

MASSACHUSETTS STATE EXCISE TAX  
BARNSTABLE LAND COURT REGISTRY  
Date: 03-31-2021 @ 03:52pm  
Ct1#: 1085  
Fee: \$1,008.90 Cons: \$295,000.00

BARNSTABLE COUNTY EXCISE TAX  
BARNSTABLE LAND COURT REGISTRY  
Date: 03-31-2021 @ 03:52pm  
Ct1#: 1085  
Fee: \$902.70 Cons: \$295,000.00



**TRUST** created under a Declaration of Trust dated August 11, 2016, registered as Document No. 1,303,465 is 11.0%

Property Address: 121 Shore Road, Unit 8  
The Southwind Court Condominium  
North Truro, MA 02652

The Grantors hereby release any and all rights of homestead in the above property and further certify under the pains and penalties of perjury that no other party can claim the benefit of a homestead by court order or otherwise in said property.

For title see Certificate of Title C414.

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**SIGNATURE PAGES TO IMMEDIATELY FOLLOW**





Witness my hand and seal this 24 day of March, 2021.

*Fred E. Sateriale III, Trustee*

**FRED E. SATERIALE, III, Trustee**

STATE OF FLORIDA

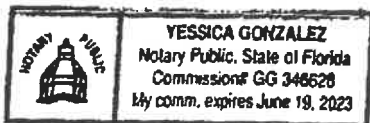
County of Broward

On this 24 day of March, 2021, before me, the undersigned notary public, personally appeared **Fred E. Sateriale, III, Trustee**, proved to me through satisfactory evidence of identification, which was Massachusetts Driver License, proved to be the person whose name is signed on the preceding or attached document as his 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 his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Trustee of the R & S Realty Trust.

*J. Gonzalez*

, Notary Public

My commission expires: June 19, 2023



Witness my hand and seal this 29 day of March, 2021.

Michael W. Roderick Trustee  
MICHAEL W. RODERICK, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

On this 29 day of March, 2021, before me, the undersigned notary public, personally appeared Michael W. Roderick, 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 his 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 his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Trustee of the R & S Realty Trust.

Samantha L. Siar  
Samantha L. Siar, Notary Public

My commission expires: 8-26-22



**TRUSTEE'S CERTIFICATE  
R & S REALTY TRUST**

**FRED E. SATERIALE, III and MICHAEL W. RODERICK**, Trustees of the R & S Realty Trust, under a Declaration of Trust dated May 30, 2014, and registered with Barnstable County Registry District of the Land Court as Document No. 1,246,987, 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 convey the premises known as 121 Shore Road, Unit 8, Southwind Court Condominium, North Truro, MA, shown as Lot 54 on Land Court Plan No. 11740T, to Jeffrey F. Clonts and Robert J. Ryan for consideration in the amount of \$295,000.00 pursuant to said Trust.
5. All interested in title may rely on the continuing existence of said Trust, until a further certificate is recorded or registered establishing the expiration or the termination of said Trust.

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

Further your deponent sayeth not.

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**SIGNATURE PAGES TO IMMEDIATELY FOLLOW**

Signed under the penalties of perjury this 24 day of March, 2021.

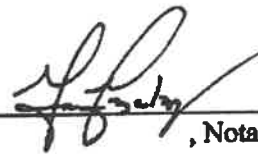


Fred E. Sateriale, III, Trustee

STATE OF FLORIDA

County of Broward

On this 24 day of March, 2021, before me, the undersigned notary public, personally appeared **Fred E. Sateriale, III, Trustee**, proved to me through satisfactory evidence of identification, which was Massachusetts Driver License, proved to be the person whose name is signed on the preceding or attached document as his 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 his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Trustee of the R & S Realty Trust



, Notary Public

My commission expires: June 19, 2023



Signed under the penalties of perjury this 21 day of March, 2021.

Michael W. Roderick, Trustee

COMMONWEALTH OF MASSACHUSETTS

County of Barnstable

On this 21 day of March, 2021, before me, the undersigned notary public, personally appeared Michael W. Roderick, 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 his 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 his knowledge and belief, and acknowledged to me that he signed it as his free act and deed as Trustee of the R & S Realty Trust

Samantha Siar, Notary Public

My commission expires: 8/26/22



JOHN F. MEADE, ASSISTANT RECORDER  
BARNSTABLE REGISTRY LAND COURT DISTRICT  
RECEIVED & RECORDED ELECTRONICALLY

Doc: 1,303,465 09-13-2016 8:39  
BARNSTABLE LAND COURT REGISTRY

**THE SOUTHWIND COURT CONDOMINIUM TRUST**

**THIS DECLARATION OF TRUST** made this 11<sup>th</sup> day of August, 2016, at Provincetown in the County of Barnstable and Commonwealth of Massachusetts by **MICHAEL W. RODERICK AND FRED E. SATERIALE**, of c/o P.O. Box 248, North Truro, MA 02652 (hereinafter called the Trustee, which term and any pronoun referred thereto shall be deemed to include their successors in trust hereunder and to mean the trustees of the Trust at the time being hereunder wherever the context so permits).

**ARTICLE I**

**Name of Trust**

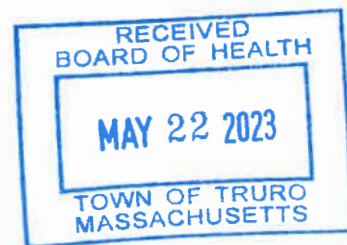
The trust hereby created shall be known as **THE SOUTHWIND COURT CONDOMINIUM TRUST**, and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees to be conducted and shall all instruments in writing by the Trustees be executed.

**ARTICLE II**

**The Trust and Its Purposes**

**Section I.** All of the rights and powers in and with respect to the common areas and facilities of The Southwind Court Condominium ("Condominium") established by a Master Deed of even date and registered herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit owners of said Condominium, specifically including the Statutory Powers of Trust pursuant to Section 10(b) of said Chapter, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this

o/c/k/a FRED E SATERIALE, III



trust, in trust to exercise, manage, administer and, exclusive of the common area, to dispose of the same and to receive the income thereof for the benefit of the owners of record from time to time of the Units and interests therein of said Condominium (hereinafter called the Unit Owners), according to the schedule of undivided beneficial interests set forth in Exhibit "C" of said Master Deed, which schedule is incorporated herein by reference, and in accordance with the provisions of said Chapter 183A, this trust being the organization of the Unit Owners established pursuant to provisions of said Chapter 183A for the purposes therein set forth.

**Section 2.** It is hereby expressly declared that a trust and not a partnership has been created and that the Unit Owners are cestuis que trustent, and not partners or associates nor in any other relation whatever between themselves with respect to the trust property, and hold no relation to the Trustees other than of cestuis que trustent, with only such rights as are conferred upon them as such cestuis que trustent hereunder and under and pursuant to the provisions of said Chapter 183A of the General Laws.

**Section 3.** Except as otherwise herein defined or as may be required by the context all terms shall have the same meaning as set forth in said Master Deed.

### **ARTICLE III**

#### **The Trustees**

**Section 1.** There shall at all times be Trustees consisting of such number, not less than two (2) nor more than five (5), as shall be determined from time to time by vote of the Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder. If and whenever the number of such Trustees shall become less than two (2), or less than the number of Trustees last determined as aforesaid, a vacancy or vacancies in said office shall be deemed to exist. Each such vacancy shall be filled by instrument in writing setting forth (a) the appointment of a

natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, or (ii) if Unit Owners entitled to such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the registering with the Barnstable County Registry District of the Land Court of a certificate of such appointment signed by all of the then remaining Trustees or Trustee, if any there be still in office, or by Unit Owners holding at least fifty-one (51%) percent of the beneficial interest, if there be no such Trustee, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the trust property jointly with the remaining or surviving Trustees or Trustee without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

**Section 2.** In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by majority vote at any duly called meeting at which a quorum is present, as provided in Paragraph A of Section 10 of Article V;



provided, however, that in no event shall a majority consist of less than one (1) Trustee hereunder, and, if and whenever the number of Trustees hereunder shall become less than one (1), then no Trustee shall have any power or authority whatsoever to act with respect to the administration of the trust hereunder or to exercise any of the powers hereby conferred except as provided in Section I of Article III. The Trustees may also act without a meeting by instrument signed by a majority of the Trustees.

**Section 3.** Any Trustee may resign at any time by instrument in writing, signed and acknowledged in the manner required in Massachusetts for the acknowledgment of deeds and such resignation shall take effect upon the registering of such instrument with the aforesaid Barnstable County Registry District of the Land Court.

**Section 4.** No Trustee named or appointed as hereinbefore provided, whether as original Trustee or as successor to or as substitute for another, shall be obliged to give any bond or surety or other security for the performance of any of his duties hereunder, provided, however, that Unit Owners entitled to not less than seventy-five (75%) percent of the beneficial interest hereunder may, at any time, by instrument in writing signed by them and delivered to the Trustee or Trustees affected, require that any one or more of the Trustees shall give bond in such amount and with such sureties as shall be specified in such instrument. All expenses incident to any such bond shall be charged as a common expense of the Condominium.

**Section 5.** No Trustee shall be entitled to any remuneration for his services other than reasonable remuneration for extraordinary or unusual services, legal or otherwise, rendered by him or her in connection with the trusts hereof, all as shall be from time to time fixed and determined by the Trustees, and such remuneration shall be a common expense of the Condominium.

**Section 6.** No Trustee hereinbefore named or appointed as hereinbefore provided shall under

any circumstances or in any event be held liable or accountable out of his or her personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he or she actually receives, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors in judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his or her own personal and willful malfeasance and defaults.

**Section 7.** No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract or arrangement entered into in respect to this trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangement is entered into.

**Section 8.** The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her proportionate share of any claims involving the trust

property in excess thereof, all as provided in Sections 6 and 13 of said Chapter 183A. Nothing in this paragraph contained shall be deemed, however, to limit in any respect the powers granted to the Trustees in this instrument.

**Section 9.** Each Trustee shall serve for a term of one year from the date of registering in the aforesaid Registry District of his or her acceptance, and until his or her successor is appointed and qualified to serve, subject however to the provisions of the following paragraph. Appointment of successor Trustees shall be made in the manner set forth in Article III, Section 1 hereof to fill any vacancy in such office.

Notwithstanding the foregoing, until such time as the seventh unit in the Condominium is sold by the Declarants of the Master Deed, or five (5) years after the date of registering of the Master Deed, whichever shall first occur, there shall, in no event, be more than two (2) Trustees at any time in office, nor shall either of the original Trustees or their successors be replaced without the consent of the Declarants until the occurrence of the first of the foregoing events. This paragraph of Section 9 may not be amended without the consent of the Declarants of the Master Deed. For purposes of this Section 9, ownership of beneficial interests by a trust or a limited liability company in which the Declarants or either one of them is a Trustee or Manager shall be deemed ownership by the Declarants.

#### **ARTICLE IV**

##### **Beneficiaries and the Beneficial Interest in the Trust**

**Section 1.** The cestuis que trustent shall be the Unit Owners of the Condominium for the time being. The beneficial interest in the trust hereunder shall be divided among the Unit Owners in the percentages of undivided beneficial interest pertaining to the Units of the Condominium, as set

forth in Section 1 of Article II hereof.

**Section 2.** The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a note in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

## **ARTICLE V**

### **By-Laws**

The provisions of this Article V shall constitute the By-Laws of this trust.

#### **Section 1. Powers of the Trustees:**

In addition to the Statutory Powers of Trust set forth in Chapter 183A, Section 10(b), the Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control and management of the trust property (which term as herein used shall insofar as applicable be deemed to include the common areas and facilities of the Condominium) and shall have the power to dispose of any trust property, excepting only common area, as if they were the absolute owners thereof, free from the control of the Unit Owners and, without by the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A, at any time and from time to time and without the necessity of

applying to any court or to the Unit Owners for leave so to do:

(i) To retain the trust property, or any part or parts thereof, in the same form or forms of investment in which received or acquired by them so far and so long as they shall think fit, without liability for any loss resulting therefrom;

(ii) To sell, assign, convey, transfer, exchange and otherwise deal with or dispose of, the trust property, or any part or parts thereof, but not the common areas, free and discharged of any and all trusts, at public or private sale, to any person or persons, for cash or on credit, and in such manner, on such restrictions, stipulations, agreements and reservations as they shall deem proper, including the power to take back mortgages to secure the whole or any part of the purchase price of any of the trust property sold or transferred by them, and to execute and deliver any deed or instrument necessary to effectuate the foregoing;

(iii) To purchase or otherwise acquire title to, and to rent, lease or hire from others for terms which may extend beyond the termination of this trust any property or rights to property, real or personal, and to own, manage, use and hold such property and such rights;

(iv) To borrow or in any other manner raise such sum or sums of money or other property as they shall deem advisable in any manner and on any terms, and to evidence the same by notes, bonds, securities or other evidences of indebtedness, which may mature at a time or times, even beyond the possible duration of this trust, and to execute and deliver any mortgage, pledge or other instrument to secure any such borrowing;

(v) To enter into any arrangement for the use or occupation of the trust property, or any part or parts thereof, including, without thereby limiting the generality of the foregoing, leases, subleases, easements, licenses or concessions, upon such terms and conditions and with such stipulations and agreements as they shall deem desirable, even if the same extend beyond the possible duration of this

trust;

(vi) To invest and reinvest the trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;

(vii) To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the trust;

(viii) To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

(ix) To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as trust property, and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;

(x) To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this trust that they give such guaranty;

(xi) To maintain such offices and other places of business as they shall deem necessary or proper and to engage in business in Massachusetts or elsewhere;

(xii) To employ, appoint and remove such agents, managers, officers, board of managers, brokers, employees, servants, assistants and counsel (which counsel may be a firm of which one or more of the Trustees are members) as they shall deem proper for the purchase, sale or management of the trust property, or any part or parts thereof, or for conducting the business of the trust, and may define their respective duties and fix and pay their compensation, and the Trustees shall not be answerable for the acts and defaults of any such person. The Trustees may delegate to any such agent, manager, officer, board, broker, employee, servant, assistant or counsel any or all of their powers (including discretionary powers, except that the power to join in amending, altering, adding to, terminating or changing this Declaration of Trust and the trust hereby created shall not be delegated) all for such times and purposes as they shall deem proper. Without hereby limiting the generality of the foregoing, the Trustees may designate from their number a Chairperson, a Treasurer, a Secretary, and such other officers as they deem fit, and may from time to time designate one or more of their own number to be the Managing Trustee or Managing Trustees, for the management and administration of the trust property and the business of the trust, or any part or parts thereof; and

(xiii) Generally, in all matters not herein otherwise specified, to control, manage and dispose of the trust property as if the Trustees were the absolute owners thereof and to do any and all acts, including the execution of any instruments, which by their performance thereof shall be shown to be in their judgment for the best interests of the Unit Owners.

**Section 2. Maintenance and Repair of Units:**

All maintenance and replacement of and repairs to any Unit, including the interior, exterior, foundation, structural components and roof of the Building in which the Unit is located (other than to the Common Areas and Facilities contained therein) and to the furniture, furnishings and equipment therein and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, exterior walls, roofs, foundations, supports, piers, cement blocks, joists, grade beams, framing; interior finish walls, ceilings and floors; windows, window frames and interior window trim; doors, door frames and door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; heating units, hot water heaters, electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and other utility services which are contained in and serve such Unit, shall be the responsibility of the Owner(s) of the Unit(s) located in the particular Unit of the Condominium.

**Section 3. Maintenance, Repair and Replacement of Common Areas  
and Facilities and Assessment of Common Expenses Thereof:**

The Trustees shall be responsible to arrange for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium except for any such areas and facilities which are to be maintained by the owner or owners of a Unit in a particular Building pursuant to the provisions of Sections 5 and 17 of the Master Deed, and such may be done through the Managing Agent, as hereinafter provided, and any Trustees, or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 4 of these By-Laws.



**Section 4. Common Expenses, Profits and Funds:**

A. The Unit Owners shall be liable for common expenses and shall be entitled to common profits of the Condominium in proportion to their respective percentages of beneficial interest as determined in Article II, Section 1, hereof. In addition each of the Unit Owners shall be liable for the costs of maintenance of their respective Exclusive Use Easement Areas as set forth in Sections 4, 5, 6 and 7 of the Master Deed. The Trustees, may, at any time or times, distribute common profits among the Unit Owners in such proportions. The Trustees may, to such extent as they deem advisable, set aside common funds of the Condominium as reserve or contingent funds, and may use the funds so set aside for reduction of indebtedness or other lawful capital purpose, or subject to the provisions of the following paragraphs B and C of this Section 4, for repair, rebuilding or restoration of the trust property or for improvements, thereto, and the funds so set aside shall not be deemed to be common profits available for distribution.

B. At least thirty (30) days prior to the commencement of each fiscal year of this trust the Trustees shall estimate the common expenses expected to be incurred during such fiscal year together with a reasonable provision for contingencies and reserves, and after taking into account any undistributed common profits from prior years, shall determine the assessment to be made for such fiscal year. The Trustees shall promptly render statements to the Unit Owners for their respective shares of such assessment, according to their percentages of interest in the common areas and facilities, and Exclusive Use Easement Area expenses, and such statements shall, unless otherwise provided therein, be due and payable within thirty (30) days after the same are rendered. In the event that the Trustees shall determine during any fiscal year that the assessment so made is less than the common expenses actually incurred, or in the reasonable opinion of the Trustees likely to be incurred, the Trustees shall make a supplemental assessment or assessments and render

statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such statement, together with interest thereon, if not paid when due, shall accrue interest at a rate equal to twelve (12%) percent per annum from the time such payment was due and shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to provisions of Section 6 of said Chapter 183A. Further, if any such statement is not paid when due, the Unit Owner shall be responsible for all costs of collection incurred by the Trustees including reasonable attorneys' fees, which collection costs shall also constitute a lien on the Unit.

C. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby, by the provisions of the Master Deed, and by provisions of said Chapter 183A.

**Section 5. Rebuilding and Restoration, Improvements:**

A. In the event of any casualty loss to the trust property the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may, in their discretion, deem advisable in order to implement the provisions of Paragraph

(b) of said Section 17.

B. If and whenever the Trustees shall propose to make any improvement to the common areas and facilities of the Condominium, or shall be requested in writing by the Unit Owners holding twenty-five (25%) percent or more of the beneficial interest in this trust to make any such improvement, the Trustees shall submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) specifying the improvement or improvements proposed to be made and the estimated cost thereof, and authorizing the Trustees to proceed to make the same, and (b) a copy of the provisions of Section 18 of said Chapter 183A. Upon (a) the receipt by the Trustees of such agreement signed by Unit Owners holding seventy-five (75%) percent or more of the beneficial interest or (b) the expiration of ninety (90) days after such agreement was first submitted to the Unit Owners, whichever of said (a) and (b) shall first occur, the Trustees shall notify all Unit Owners of the aggregate percentage of beneficial interest held by Unit Owners who have then signed such agreement. If such percentage equals at least seventy-five (75%) percent, the Trustees shall proceed to make the improvement or improvements specified in such agreement and the cost of the same shall be assessed to all of the Unit Owners. In the event that fifty (50%) percent or more but less than seventy-five (75%) percent of the Unit Owners agree to make such improvement then the Trustees shall proceed with the improvement or improvements specified in such agreement, however, the cost of such improvement shall be assessed only to the Unit Owners agreeing to the same.

C. Notwithstanding anything in the preceding Paragraphs A and B contained, (a) in the event that any Unit Owner or Owners shall by notice in writing to the Trustees dissent from any

determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one (1) arbitrator shall be designated by the Trustees, one (1) by the dissenting Unit Owner or Owners and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimates obtained by the Trustees of all costs thereof.

**Section 6. Rules, Regulations, Restrictions and Requirements:**

The Trustees may, at any time and from time to time, adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

**Section 7. Managing Agent:**

The Trustees may appoint a manager or managing agent to administer the Condominium, who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees, or such manager or managing agent, may appoint, employ and remove such additional agents, attorneys, accountants or

employees as the Trustees may from time to time determine. This requirement shall not be amended without the written consent of all institutional lenders and such Declarant or their heirs or assigns so holding such mortgages.

**Section 8. Insurance:**

The Unit Owners shall each obtain and maintain at their sole cost and expense casualty and physical damage insurance on the building or buildings containing their Unit as well as all other insurable improvements forming a part of their respective Condominium Unit in an amount of not less than one hundred (100%) percent of their full replacement values against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm damage, or machinery damage. All policies of casualty or physical damage insurance obtained by the Unit Owners shall provide (1) that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to all of the insureds including the Mortgagee(s) and the Trustees, and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without, thirty (30) days notice to all of the insureds, including the mortgagee(s) and the Trustees. Certificates of such insurance coverage and all renewals thereof, together with proof of payment of premiums shall be delivered by the Unit Owners to the Trustees and their Mortgagee(s) at least ten (10) days prior to the expiration of the then current policies. The Trustees shall obtain and maintain, to the extent available, master policies of insurance of the following kinds, naming the Trust, the Trustees, all of

the Unit Owners and their mortgagees as insureds as their interests appear:

- A. Casualty and physical damage insurance on the common areas and, in the event that the Unit Owners shall decide by majority vote not to obtain separate policies on each of the Units, casualty or physical damage insurance on the Buildings and all other insurable improvements forming part of the Condominium (including all of the Units but not including the furniture, furnishings and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium, and existing for the provision of central services or for common use, in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundations) as determined by the Trustees in their judgment, against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm damage, boiler and machinery explosion or damage and plate glass damage. All policies of casualty or physical damage insurance whether obtained by the Trustees or the Unit Owners, shall provide (1) that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including each Unit mortgagee and the Trustees, and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) days' notice to all of the insureds, including each Unit mortgagee and the Trustees. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to all Unit Owners and their mortgagees or by the Unit Owners to the Trustees upon request, at least ten (10) days prior to the expiration of the then current policies.
- B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees, covering the Trust, the Trustees, all of the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence and a limit of \$100,000.00 for each occurrence, for water damage, legal liability, and with cross liability endorsement to cover liability of any insured to other insureds.
- C. Workmen's compensation and employer's liability insurance covering any employees of the Trust.
- D. During such periods, if any, as the Condominium is within an area designated by the Federal Emergency Management Agency ("FEMA") as one having special flood hazards, the Trustees shall cause to be kept in force flood insurance with respect to the common areas and facilities of the Condominium as well as all of the Units, in

the maximum amount obtainable under the subsidized insurance program created pursuant to the Flood Disaster Protection Act of 1973, as amended, but in no event more than the full replacement value of the Condominium.

- E. Such other insurance as the Trustees shall determine to be appropriate. Such master policies shall provide that all casualty loss proceeds thereunder shall be paid to the Trustees as insurance Trustees under these By-laws. The sole duty of the Trustees as such insurance Trustees shall be to receive such proceeds as are paid, and to hold, use and disburse the same for the purposes stated in this Section and Section 5 of these by-laws. If repair and restoration of the damaged portions of the Condominium is to be made, all insurance loss proceeds shall be held in shares for the Trust and the owners of damaged Units in proportion to the respective costs of repair or restoration of the damaged portions of the common areas and facilities and of each damaged Unit, with each share to be disbursed to defray the respective costs of repair or restoration of the damaged common areas and facilities and damaged Units, and with any excess of any such share of proceeds above such cost of repair or restoration to be paid to the Trust, or Unit Owner, or mortgagee, as their interests may appear, for whom held upon completion of repair or restoration; but if pursuant to Section 5 of these by-laws restoration or repair is not to be made, all insurance-loss proceeds shall be held as common funds of the Trust. Such master and/or individual policies shall contain, except for arson or fraud, (1) waivers or subrogation as to any claims against the Trust, the Trustees and their agents and employees, and against the Unit Owners and their respective employees, agents, and guests, (2) waivers of any defense based on the conduct of any insured, and (3) provisions to the effect that the insurer shall not be entitled to contribution as against casualty insurance which may be purchased by individual Unit Owners as hereinafter permitted.
- F. Each Unit Owner or his mortgagee may obtain additional insurance at his own expense, provided that all such insurance shall contain provisions similar to those required to be contained in the Trust's master policies waiving the insurer's rights to subrogation and contribution. If the proceeds from the master policies on account of any casualty loss are reduced due to proration with insurance individually purchased by the Unit Owner, such Unit Owner agrees to assign the proceeds of such individual insurance, to the extent of the amount of such reduction, to the Trustees to be distributed as herein provided. Each Unit Owner shall promptly notify the Trustees of all improvements made by him or her to his or her Unit, the value of which exceeds ONE THOUSAND and 00/100 (\$1,000.00) DOLLARS and such Unit Owner shall pay to the Trustees as an addition to his or her share of the common expenses of the Condominium otherwise payable by him or her any increase in insurance premium incurred by the Trust which results from such improvement.
- G. The cost of such master and common insurance except as hereinbefore provided, shall be deemed a common expense assessable and payable as provided in Sections 3

and 4 of these By-laws.

**Section 9. Sale or other Disposition of Units:**

Any rights with respect to sales or other dispositions of Units which may hereafter be incorporated into the Master Deed shall be exercised by the Trustees. In the event that the Trustees shall elect to purchase or lease a Unit pursuant to any such provisions, the purchase price (or rental) and the costs thereof shall constitute common expenses and the Trustees may expend common funds therefor.

**Section 10. Meetings:**

A. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairperson, Treasurer, Secretary or other officers hereinbefore provided for. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

B. There shall be an annual meeting of the Units Owners on the last Saturday in October in each year at 10:00 A.M. at such reasonable place and time as may be designated by the Trustees by notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than fifty (50%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. At



the annual meeting of the Unit Owners the Trustees shall submit reports of the management and finances of the Condominium. Whenever at any meeting the Trustees propose to submit to the Unit Owners any matter with respect to which approval of or action by the Unit Owners is necessary or appropriate, the notice of such meeting shall reasonably specify such matter.

**Section 11. Notices to Unit Owners:**

Every notice to any Unit Owner required under the provisions hereof, or which may be deemed by the Trustees necessary or desirable in connection with the execution of the trust created hereby or which may be ordered in any judicial proceeding shall be deemed sufficient and binding if a written or printed copy of such notice shall be given by one or more of the Trustees to such Unit Owner by mailing it, postage prepaid, and addressed to such Unit Owner at his or her address as it appears on the records of the Trustees, at least seven (7) days prior to the date fixed for the happening of the matter, thing or event of which such notice is given. Any notice sent to the Unit Owner hereunder will also be sent to any mortgagee of such Unit who so requests in writing and includes a stamped, self-addressed envelope, but failure to send such notice shall not affect any right or liability herein or in the Master Deed contained.

**Section 12. Inspection of Books; Reports to Unit Owners:**

Books, accounts and records of the Trustees shall be open to inspection to any one or more of the Trustees and the Unit Owners at all reasonable times. The Trustees shall, as soon as reasonably possible after the close of each fiscal year, or oftener if convenient to them, submit to the Unit Owners a report of the operations of the Trustees for such year which shall include financial statements in such summary form and in only such detail as the Trustees shall deem proper. Any

person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of the receipt by him shall be deemed to have assented thereto.

**Section 13. Checks, Notes, Drafts and Other Instruments:**

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one (1) Trustee, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

**Section 14. Seal:**

The seal of the Trustees shall be circular in form, bearing the inscription – The Southwind Condominium Trust - 2016 but such seal may be altered by the Trustees at pleasure and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes, or they may sign any instrument under seal without being required to affix a formal, common or wafer seal.

**Section 15. Fiscal Year:**

The fiscal year of the trust shall be the year ending with the last day of December, or such other date as may from time to time be determined by the Trustee.

**ARTICLE VI**

**Rights and Obligations of Third**

**Parties Dealing with the Trustees**

**Section 1.** No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry District shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise

than by a certificate thereof, and such record or certificate shall be conclusive evidence of the personnel of said Trustees and of any changes therein. The receipts of the Trustees, or any one or more of them, for moneys or things paid or delivered to them or him shall be effectual discharges therefrom to the persons paying or delivering the same and no person from whom the Trustees, or any one or more of them, shall receive any money, property or other credit shall be required to see to the application thereof. No purchaser, mortgagee, lender or other person dealing with the Trustees or with any real or personal property which then is or formerly was trust property shall be bound to ascertain or inquire as to the existence or occurrence of any event or purpose in or for which a sale, mortgage, pledge or charge is herein authorized or directed, or otherwise as to the purpose of regularity of any of the acts of the Trustees, or any one or more of them, purporting to be done in pursuance of any of the provisions or powers herein contained, or as to the regularity of the resignation or appointment of any Trustee, and any instrument of appointment of a new Trustee or resignation of an old Trustee purporting to be executed by the Trustees, Unit Owners or other persons herein required to execute the same, shall be conclusive evidence in favor of any such purchaser or other person dealing with the Trustees of the matters therein recited relating to such discharge, resignation or appointment or the occasion thereof.

**Section 2.** No recourse shall at any time be had under or upon any note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant, or agreement, whether oral or written, made, issued or executed by the Trustees or by any agent or employee of the Trustees, or by reason of anything done or omitted to be done by or on behalf of them or any of them, against the Trustees individually, or against any such agent or employee, or against any beneficiary, either directly or indirectly, by legal or equitable proceeding, or by virtue of any suit or otherwise, and all

persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 8 of Article III hereof or under provisions of said Chapter 183A.

**Section 3.** Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms and conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

**Section 4.** This Declaration of Trust and any amendments hereto and any certificate herein required to be registered and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be registered with said Registry District and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be registered with said Registry District. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and registered with said Registry District shall be conclusive

evidence as to the existence of such alleged facts in favor of all third persons, including the Trustees, acting in reliance thereon. Any certificate executed by any Trustee hereunder, or by a majority of the Trustees hereunder, setting forth the existence of any facts, the existence of which is necessary to authorize the execution of any instrument or the taking of any action by such Trustee or majority, as the case may be, shall, as to all persons acting in good faith in reliance thereon be conclusive evidence of the truth of the statements made in such certificate and of the existence of the facts therein set forth. Any so-called 6(d) Certificate, if signed by the sole Trustee hereunder, or, if there is more than one (1) Trustee, by any two (2) Trustees, if there be at least two (2) then in office, shall be conclusive and binding upon the Trust.

## **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 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 registering with said Registry District of an instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and

acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by any two (2) Trustees, if there be at least two (2) then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and registered, 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 part or 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 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 the 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 aforesaid Trustees have hereunto set their hands and seals on the day and year first hereinabove set forth.

FRED E. SATERIALE, III, Trustee

State of Massachusetts  
County of Barnstable

On this 11<sup>th</sup> day of August, 2016, before me, the undersigned notary public, personally appeared Fred E. Sateriale, III, Trustee, proved to me through satisfactory evidence of identification which was Personal Knowledge, 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 Trustee of The Southwind Court Condominium

Notary Public, Kala L. Swatling  
My Commission expires: June 24, 2022



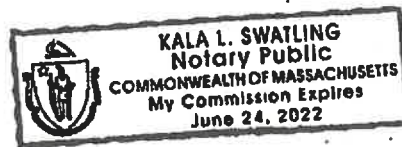


*Michael W. Roderick Trustee*  
MICHAEL W. RODERICK, Trustee

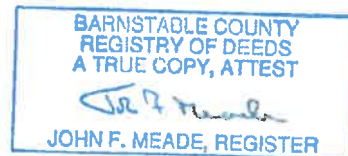
State of Massachusetts  
County of Barnstable

On this *11<sup>th</sup>* day of *August*, 2016, before me, the undersigned notary public, personally appeared *Michael W. Roderick, Trustee*, proved to me through satisfactory evidence of identification which was *Personal Knowledge*, 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 Trustee of The Southwind Court Condominium

*Kala Swatling*  
Notary Public, *Kala Swatling*  
My Commission expires: *June 24, 2022*



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BARNSTABLE REGISTRY OF DEEDS  
John F. Meade, Register

Agenda Item: 7E6  
APPROVED

Doc: 17303466 09-13-2016 8:39  
Ct.F#: C414  
BARNSTABLE LAND COURT REGISTRY

*Robert B. Foster*  
Robert B. Foster  
Justice

MASTER DEED  
OF  
THE SOUTHWIND COURT CONDOMINIUM

MICHAEL W. RODERICK and FRED E. SATERIALE, III, Trustees of the R & S Realty Trust, under a Declaration of Trust dated May 30, 2014, a Certificate of which is registered with the Barnstable County Registry District of the Land Court as Document No. 1,246,987, with an address of P.O. Box 248, North Truro, MA 02652 (hereinafter referred to as the "Declarants") as owners of the premises located at 121 Shore Road, North Truro, Barnstable County, Massachusetts, hereinafter described, by duly executing and registering 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 SOUTHWIND COURT CONDOMINIUM

2. Description of Land

The premises which constitutes the Condominium is located at 121 Shore Road, North Truro, Barnstable County, Massachusetts. Such land, together with the buildings and improvements thereon is shown on a plan of land entitled "Site Plan SOUTHWIND COURT CONDOMINIUM, Plan of Land in Truro made for the R & S Realty Trust, Lot 54, L.C.P. No. 11740-T, Scale 1" = 20', June 27, 2016, Slade Associates, Inc.," filed with the Barnstable County Registry District of the Land Court and being more particularly described on Exhibit "A" attached hereto and made a part hereof.

RECEIVED  
BOARD OF HEALTH  
MAY 22 2023  
TOWN OF TRURO  
MASSACHUSETTS

**3. Description of the Building** The Condominium consists of the land described in Exhibit "A", together with nine (9) buildings. The nine (9) buildings contain Units 1, 2, 3, 4, 5, 6, 7, 8 and 9.

The nine (9) buildings contain a total of nine (9) units, each is of wood frame construction having wooden bearing walls, wooden floors, with Unit 9 having a poured reinforced concrete foundation and concrete basement floor, and all units have wood shingle siding and asphalt shingle roof. Unit 1 and Unit 8 are each approximately 22 feet in length and approximately 18 feet in width, having one (1) floor above grade. Units 2, 3, 4 and 5 each vary in length from approximately 12 feet to approximately 24 feet and vary in width from approximately 10 feet to approximately 18 feet, having one (1) floor above grade. Units 6 and 7 are each approximately 12 feet in length and approximately 18 feet in width, having one (1) floor above grade. Units 1 through 8 have a concrete block foundation and crawl space walls. Unit 9 varies in length from approximately 26 feet to approximately 24 feet and varies in width from approximately 13 feet to approximately 42 feet having a full basement in part as well as a loft area in part below and above the first floor.

All of the buildings are of wood frame construction having wooden bearing walls, cedar shingle siding, asphalt shingle roofs. Unit 9 has a poured concrete basement with concrete foundation walls and floors under a portion of the building. The remaining portion of Unit 9 as well as the building containing Units 1 through 8 each have crawl space walls and a dirt crawl space floor.

**4. Designation of Condominium Units** The buildings have been divided into nine (9) units, Units 1, 2, 3, 4, 5, 6, 7, 8 and 9 respectively. Units 1 through 9 are to be used solely for residential purposes as defined in the Truro Zoning By-Laws. 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 area and facilities in Exhibit "B" attached hereto and on the floor plans of **THE SOUTHWIND COURT CONDOMINIUM** depicting Units 1 through 9 filed with the Barnstable County Registry District of the Land Court.

Units 1 and 8 each contain and include a living area/kitchen, one (1) bedroom and one (1) bathroom all on one floor with Unit 1 containing an area of approximately 405 square feet and Unit 8 containing approximately 408 square feet. Each Unit obtains access from a main entrance door to an exclusive use deck to an exclusive use yard area to common area ground as well as by a door in the rear to an exclusive use yard area. Each Unit is granted an exclusive use easement for the deck located on the southwesterly side of the Unit, as well as the yard area located on the northerly, southerly, easterly and westerly sides of the Unit, all as shown on the site and floor plans, which grant will be set forth in the first deed by which the Declarants convey the Unit. In addition, the owner of Unit 8 has the right to install one (1) additional parking space within the exclusive use yard area as shown on the site plan.

Units 2, 3 and 5 each contain and include a living room/bedroom/kitchen and one (1) bathroom as well as an area of new framing which will be the bedroom all on one floor containing an area of approximately 340 square feet. Each Unit obtains access from a main entrance door to an exclusive use deck to an exclusive use yard area to common area ground as well as from a rear door to an exclusive use yard area. Each of the Units is granted an exclusive use easement for the deck located on the front of each Unit as well as the yard area around of the Unit all as shown on the site and floor plans which grant will be set forth in the first deed by which the Declarants convey the Unit.

Unit 4 contains and includes a living area/kitchen, one (1) bedroom and one (1) bathroom,

7

containing an area of approximately 345 square feet. The Unit obtains access from a main entrance door to an exclusive use deck to an exclusive use yard area to common area ground, as well as from a rear door to an exclusive use yard area. The Unit is granted an exclusive use easement for the deck located on the southerly side of the Unit as well as the yard area located on the northerly, southerly, easterly and westerly sides of the Unit as shown on the site and floor plans which grant will be set forth in the first deed by which the Declarants convey the Unit.

Units 6 and 7 each contain and include a living room/bedroom/kitchen and one (1) bathroom all on one floor containing an area of approximately 224 square feet. Each Unit obtains access from a main entrance door to an exclusive use deck to an exclusive use yard area to common area ground as well as from a rear door to an exclusive use yard area. Each of the Units will be granted an exclusive use easement for the deck located on the front of each unit as well as the yard areas located on the northerly, southerly, easterly and westerly sides of the unit as shown on the site and floor plans which grant will be set forth in the first deed by which the Declarants convey the Unit.

Unit 9 contains and includes a utility/storage area on the unfinished full basement level, a living room, kitchen, entry/office area, three (3) bedrooms and two (2) bathrooms on the first floor and a loft area in the loft level as well as stairways between floors containing an area of approximately 3137 square feet. The Unit obtains access from a main entrance door to an exclusive use deck to exclusive use yard area to common area ground as well as from a rear door to an exclusive use yard area. The Unit is granted an exclusive use easement for the deck located on the southwesterly side of the first floor of the Unit, the two (2) decks located on the northeasterly side of the Unit, as well as the yard areas located on the northeasterly, southeasterly, northwesterly and southwesterly sides of the Unit including the two (2) parking spaces located therein as well as a third parking space outside of the exclusive use area, all as shown on the site and floor plans, which grant

shall be set forth in the first deed by which the Declarants convey the Unit. In addition, the Unit Owner has the right to install two (2) additional parking spaces within the exclusive use yard area as shown on the site plan.

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 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 SOUTHWIND COURT CONDOMINIUM TRUST**, hereinafter referred to, which approval shall not be unreasonably withheld or delayed. The Unit Owner undertaking such work shall obtain all permits and approvals necessary from the appropriate Town boards and officials and in no event shall an additional bedroom be added to a Unit beyond those numbers presently existing.

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

a. Floors:

The lower surface of the concrete floor of the basement for Unit 9 and the lower surface of the floor joists including any foundation or other supports of the building for all of the other Units.

b. Ceilings:

The plane of the upper surface of the roof of the Building located above the Unit.

c. Exterior Walls:

The vertical planes of the outermost surfaces of the exterior building walls of the Building; 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 Units is located in its own separate Building, therefore, each of the Units shall not be considered to contain any common areas. The only common areas of the Buildings are utility services, if any, running from Building to Building within the Condominium as well as facilities serving more than one (1) Unit, and the entire Unit, both exterior and interior, including exterior walls and roof, is to be considered part of the Unit. The entire Building in which the Unit is located constitutes the Unit.

Notwithstanding any other provisions of this Master Deed the Condominium Trust, the By-Laws and the rules and regulations promulgated pursuant thereto, except with respect to the bedroom additions to be made to Units 2, 3, 5, 6 and 7 as hereinafter setforth, no Unit Owner shall have the right to raise the roof or extend the exterior walls outward of his respective Unit in order to create additional building space.

Any and all expenses for the maintenance, upkeep, repair and replacement of the exterior portions of the Building in which a Unit is located shall not be a common expense of all Units but shall be the sole responsibility of the Unit located therein with such Unit being responsible for one hundred (100%) percent of such expenses. In the event that a Unit Owner or Unit Owners fail to maintain any exterior portion of the Building in which such Unit is located and such failure affects the market value or functionality of any other unit, the Trustees of **THE SOUTHWIND COURT 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 or Unit Owners and which shall be enforceable against and collectible from the owner of such Unit in the same manner as common expense and charges; the nonpayment of which shall constitute a lien on any such Unit. The exterior portion of the Building in the Condominium shall be maintained in a color, style and appearance as specified by the Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST** and no Unit Owner shall make any change to the color, style or appearance of the exterior portions of the Building in which his Unit is located except as specified by the said Trustees.

The owners of Units 2, 3, 5, 6 and 7 shall each have the right without the consent of any other Unit owners to construct an addition to the rear of their cottage with the addition being approximately 10' x 12', with the additions to Units 2 and 3 being located in the area labeled "New Framing on the first floor and the additions to Units 5, 6 and 7 being located on the rear wall of each of the Units. Said additions shall each contain one (1) bedroom with the existing bedroom/living area of each unit becoming solely a living area and no additional bedrooms being added to any of the Units. The additions shall be constructed in accordance with the plans and elevations previously approved by the Truro Zoning Board of Appeals in Case No. 2014-023 ZBA and registered as Document No. 1,267,209. The Unit Owner undertaking such work shall obtain all necessary permits including a building permit before commencing the construction and shall complete the work in a timely manner restoring all common and exclusive use yard areas to a neat and attractive manner upon completion. Upon completion of the work the Unit Owner or Owners shall have caused to be prepared a revised Site Plan and Floor Plan of the Unit together with an Amendment of this Master Deed describing and detailing the modified Unit, which Amendment shall not require the consent of or execution by the owners of any other Units but shall be approved by the Trustees of **THE**



**SOUTHWIND COURT CONDOMINIUM TRUST** before registration, which approval shall not be withheld provided the addition complies with the provisions hereof.

6. **Common Areas** The Common Areas and Facilities of the Condominium ("Common elements") shall consist of the entire property shown on the site plan 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 (subject to the provisions of Section 16d.);
- c. The Utility Building including the basement and first floor thereof, and the common washing machine and dryer located therein;
- d. All conduits, ducts, pipes, plumbing, wiring, chimneys, flues and other facilities for the furnishing of utility and services 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 as well as the common area lighting facilities;
- e. The yards, lawns, retaining walls, plants and walkways, and the improvements thereon and thereof, including the well and irrigation system (subject to such exclusive rights and easements appurtenant to Units as are hereinabove set forth and as may be established pursuant to provisions hereinafter set forth);
- f. The parking areas located on the site plan, provided, however, that Units 1 through 8 shall be granted an easement for exclusive use of two (2) parking spaces by Declarant and Unit 9 shall be granted an exclusive use easement for three (3) parking spaces by Declarant. The parking spaces are designated with a Unit designation on the site plan, which easements shall be and remain appurtenant to the Unit for the purposes of parking motor vehicles. Declarant reserves the sole right to grant such exclusive easements 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 as set forth in Exhibit "C" attached hereto

and shall be subject to:

- a. The terms and provisions of this instrument and of the By-Laws of **THE SOUTHWIND COURT CONDOMINIUM TRUST**, as defined and described in Section 13 hereof;
- b. Rules and regulations promulgated pursuant thereto with respect to the use of the common areas and facilities, and
- c. 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 SOUTHWIND COURT CONDOMINIUM TRUST**.

Notwithstanding the provisions of this Section 6, any and all expenses for the maintenance, upkeep, repair, and, if necessary, replacement of the decks, porches, and yard areas for which an exclusive use easement is granted to a particular unit shall not be a common expense of all units but shall be the sole expense of the owner or owners of the Unit which has the exclusive use thereof. In the event that a Unit Owner fails to maintain such areas, the Trustees of **THE SOUTHWIND COURT 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 any such unit which costs shall be added to the common expenses due from such Unit Owner and which shall be enforceable against and collected from the owner of any 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 SOUTHWIND COURT 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.

Except for the exclusive use yard areas, decks and porches to be maintained by the Unit Owner, the Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST** shall also have, and are hereby granted, the exclusive right 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. Notwithstanding the forgoing, provided that the owners of all Units so agree in writing, each of the Units may place a shed in the common area yard area in the vicinity of the Unit, said installation to be completed in accordance with the Truro Zoning By-laws and only after obtaining written permission of the Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST**.

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**

The grant of exclusive use easements as set forth in this Master Deed is made pursuant to the provisions of Section 1 of Massachusetts General Laws Chapter 183A and 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. Except as set forth in subsection c below, 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; and
- c. The Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST** and their duly authorized agents, contractors and employees shall have such access as is necessary over the exclusive use easement areas in order to maintain and pump portions of the septic system located therein, to install and maintain and fill the propane gas tanks, to access the water lines as well as any other utility services now or hereafter located therein and to grant easements to utility companies for the installation and maintenance of utility service lines and facilities. Further, each Unit Owner shall have the right of access over such portions of the adjoining Unit's exclusive use area as is necessary to maintain and repair the exterior portions of a Unit.

The use of exclusive use common areas shall be subject to the provisions of this Master Deed, the terms and conditions of **THE SOUTHWIND COURT CONDOMINIUM TRUST**, the provisions of said Chapter 183A, and all By-Laws and rules and regulations enacted pursuant

thereto. In no event shall the owner or owners of any unit which has the benefit of such Exclusive Use Easement Area cause to have erected a fence or other like structure around or upon any such Exclusive Use Easement Area exceeding four (4') feet in height unless authorized in writing by the Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST.**

**8. Plans**

The Site Plan, bearing the verified statement of a registered surveyor that said plan fully and accurately depicts the location and dimensions of the building included in the Condominium (fully listing the units contained therein), and the Floor Plan of the building and units included in 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**

"Site Plan Southwind Court Condominium Plan of Land in Truro made for the R + S Realty Trust, Lot 54, L.C.P. No. 11740 T, Scale: 1" = 20', June 27, 2016, Slade Associates, Inc. Registered Land Surveyors, 10 Pine Point Rd., Wellfleet, MA 02667" which plan is filed with the Barnstable County Registry District of the Land Court.

**b. Floor Plans**

"Floor Plans Southwind Court Condominium Plan of Land in Truro made for R + S Realty Trust, Scale: 1" = 4', June 27, 2016, Slade Associates, Inc., Registered Land Surveyors, 10 Pine Point Rd., Wellfleet, MA 02667" consisting of two (2) sheets which plans are filed with the Barnstable County Registry District of the Land Court.

**9. Interest of Units in Common Areas and Facilities**

Each unit in 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.

## 10. Purposes

Unit 9 is intended for year-round residential use as the Manager's Unit and Units 1, 2, 3, 4, 5, 6, 7, and 8 are intended for seasonal residential use as allowed by this Master Deed and applicable laws and the Condominium Declaration of Covenant registered as Document No. 1,230,679. The Declarants may, until all of said Units have been sold by said Declarants:

- a. Lease units which have not been sold for use for residential occupancy including rental for the summer season; 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 SOUTHWIND COURT 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 as defined in the Truro Zoning By-Laws;
- b. No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of **THE SOUTHWIND COURT CONDOMINIUM TRUST**;
- c. The architectural integrity of the building and the Units shall be preserved without modification, and to that end, without limiting the generality of the foregoing, no awning, screen, antenna, sign, flag, 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 shall be made, and no change painting or other decoration shall be done on any exterior part or surface of any Unit nor on the interior surface of any window, without the permission of said Trustees; provided however, that the provisions of this subparagraph (c) 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 alter, remove or otherwise modify any structural components of his Unit(s);

- d. A dog, cat or other customary household pet animal or bird not to exceed one (1) in number and not to exceed 45 pounds in weight may be kept in any residential Unit only by the Owner of such Unit, provided, however, that it is not of such type as to be noisome or offensive to occupants of other Units, shall not be left unattended in the Unit or outside, shall not be tied up outside, and shall be suitably leashed or caged whenever it is 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. Units may be rented for residential occupancy by the day, week or month, provided, however, that no unit shall be rented for a period of occupancy of less than one (1) day. Further, seasonal rental of a Unit may occur only upon the prior written approval of the Trustees. Any rental of a Unit shall be made subject to the terms and conditions of the Master Deed, Condominium Trust and any rules and regulations adopted pursuant thereto.
- f. Occupancy of the Units in the Condominium shall be limited to two (2) persons per bedroom. Therefore, Units 1, 2, 3, 4, 5, 6, 7 and 8 shall not be occupied by more than two (2) persons and Unit 9 shall not be occupied by more than six (6) persons.
- g. All use and maintenance of such Units shall be conducted in a manner consistent with the comfort and convenience of the occupants of the other Unit.

Said restrictions shall be for the benefit of the Owners of all of the Condominium Units and the Trustees of **THE SOUTHWIND COURT 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 paragraph except such as occurs during his or her ownership thereof.

## **12. Amendments**

Except as specifically otherwise provided herein, the Condominium Trustees with the consent in writing of Unit Owners holding at least Seventy-five (75%) percent of the beneficial

interest of the Condominium Trust may at any time and from time to time, amend, alter, add to, or change this Master Deed in any manner or to any extent, subject to the Trustees first being duly indemnified to their reasonable satisfaction against outstanding obligations and liabilities, provided always, however, that no such amendment, alteration, addition or change which would affect, in any manner, the provisions of Section 9, Section 12 and Section 13 (except with the consent of the Declarants) or render this Master Deed or the Condominium Trust contrary to or inconsistent with any requirements or provisions of Chapter 183A, shall be valid or effective. No amendment will be valid if it adversely affects the right of any Unit Owner existing as of the date of this Master Deed, unless the affected Unit Owner consents to said amendment. Where mortgagee consent is required under the Master Deed and/or Chapter 183A, the instrument of amendment shall be deemed assented to by the holders of the first mortgagees of record with respect to the Units provide the Trustees have complied with the notice provisions of Chapter 183A, Section 5(b) 2(iv) as set forth in the last paragraph of Section 15 hereof. All consents obtained pursuant to this Section 12 shall be effective upon the filing of an affidavit or certificate by the Trustees stating that all necessary notices have been sent via certified mail/return receipt requested, and the receipt cards have been returned evidencing actual notice or refusal of notice to such mortgage holders of record. Any amendment, alteration, addition or change pursuant to the foregoing provisions of this paragraph shall become effective upon the filing with the Barnstable County Registry District of the Land Court of any instrument of amendment, alteration, addition or change, as the case may be, signed, sealed and acknowledged in the manner required in Massachusetts for the acknowledgement of deeds by a majority of Trustees, setting forth in full the amendment, alteration, addition or change, and reciting the written consent of all Unit Owners as required by the Condominium Trust to consent thereto, and provided such instrument is filed no later than six months from its date thereof. Such instrument, so



executed and filed, 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 said instrument or not, upon any question as to title or affecting the rights of third persons and for all other purposes.

**13. Managing Entity**

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is **THE SOUTHWIND COURT CONDOMINIUM TRUST** under Declaration of Trust dated *August 11*, 2016, to be registered herewith. Said Declaration of Trust establishes a membership organization of which all Unit Owners shall be members and in which such owners shall have an interest in proportion to the percentage of undivided interest in the common areas and facilities to which they are entitled hereunder. The name and address of the original and present Trustees thereof (therein designated as the Trustees thereof) are as follows:

FRED E. SATERIALE

PO Box 248  
North Truro, MA 02652

MICHAEL W. RODERICK

PO Box 248  
North Truro, MA 02652

The mailing address of the Trust is:

121 Shore Road, PO Box 1016  
North Truro, Massachusetts 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 unit owners, their employees, tenants, guest, 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 Sections 2 and 6 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 the 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. Federal Home Loan Mortgage Corporation and Federal National Mortgage Association Compliance**

Notwithstanding anything in the Master Deed or in the Condominium Trust and By-Laws to the contrary, 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. In the event that the Unit Owners shall amend this Master Deed or the Condominium Trust to include therein any right of first refusal in connection with the sale of a Unit, such right of first refusal shall not impair the rights of a First Mortgagee to:
- (i) foreclose or take title to a Unit pursuant to the remedies provided in its mortgage; or
  - (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 through the procedures described in subparagraphs (i) and (ii) above;
- b. Any party who takes title to a Unit through a foreclosure sale duly conducted by a First Mortgagee shall be exempt from any such right of first refusal adopted by the Unit Owners and incorporated in this Master Deed or the Condominium Trust;
- c. Any First Mortgagee who obtains title to a Unit by foreclosure or pursuant to any other remedies provided in its mortgage or by law shall not be liable for such Unit's unpaid common expenses or dues which accrued prior to the acquisition of title to such Unit by such First Mortgagee (except as otherwise permitted by Massachusetts laws – i.e., M.G.L., Chapter 183A, Section 6);
- d. Any and all common expenses, assessments and charges that may be levied by the Trust in connection with unpaid expenses or assessments shall be subordinate to the rights of any First Mortgagee pursuant to its mortgage on any Unit except as otherwise permitted by Massachusetts law as noted above;
- e. A lien for common expenses and assessments shall not be affected by any sale or transfer of a Unit, except that a sale or transfer pursuant to a foreclosure of a first mortgage shall extinguish a subordinate lien for assessments which became payable prior to such sale or transfer. Any such delinquent assessments which are extinguished pursuant to the foregoing provision may be reallocated and assessed to all Units as a common expense. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit from, the lien of any assessments made thereafter;
- f. Unless at least two-thirds (2/3) of the institutional first mortgage lenders holding mortgages on the individual Units at the condominium have given their written approval, neither the Unit Owners nor the Trustees of the Condominium Trust shall be entitled to:
- (i) by act or omission, seek to abandon or terminate the Condominium except in the event of substantial destruction of the Condominium

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

- (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 Areas and Facilities;
  - (iii) partition or subdivide any Unit;
  - (iv) by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements, provided, however, that the granting of easement for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium and the exercise of other actions with respect to granting of special rights of use or easements of Limited Common Areas and Facilities contemplated herein or in the Condominium Trust shall not be deemed an action for which prior approval of a mortgagee shall be required under this Subsection;
  - (v) use hazard insurance proceeds for losses to any property of the Condominium (whether of Units or common elements) for other than the repair, replacement or reconstruction of such property of the Condominium, except as provided by statute in case of a taking of or substantial loss to the Units and/or common elements of the Condominium.
- g. To the extent permitted by law, 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;
- h. In no case, shall any provision of this Master Deed or the Condominium Trust give a Unit Owner or any other party priority over any rights of an institutional First Mortgagee of the Unit 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 Areas and Facilities of the Condominium;
- i. An institutional First Mortgage lender, upon request to the Trustees of the Condominium Trust will be entitled to:
- (i) written notification from the Trustees of the Condominium Trust of any default by its borrower who is an Owner of a Unit with respect to

any obligations of such borrower under this Master Deed or the provisions 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 at its own expense an audited annual financial statement of the Condominium Trust within ninety (90) days following the end of any fiscal year of the Condominium Trust;
- (iv) receive written notice of all meetings of the Condominium Trust and be permitted to designate a representative to attend all such meetings;
- (v) receive prompt written notification from the Trustees of the Condominium Trust of any damage by fire or other casualty to the Unit upon which the institutional lender holds a first mortgage or proposed taking by condemnation or eminent domain of said Unit or the Common Areas and Facilities of the Condominium;
- (vi) receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Trust; and
- (vii) receive written notice of any action which requires the consent of a specified percentage of First Mortgage Lenders.

The Declarants intend that the provisions of this Section 15 and all other provisions of this Master Deed comply with the requirements of the Federal Home Loan Mortgage Corporation (hereinafter referred to as "FHLMC") and Federal National Mortgage Association (hereinafter referred to as "FNMA") with respect to condominium mortgage loans and, except as otherwise required by the provisions of Chapter 183A, all questions with respect thereto shall be resolved consistent with that intention. In the event of a conflict between the percentage requirements of FNMA, FHLMC, other sections of the Master Deed and Massachusetts General Laws Chapter 183A with respect to any action or non-action to be taken or omitted by the Unit Owners or Trustees of the

Condominium Trust, or with respect to any other matter, the greatest percentage requirements shall control. This Section 15 may be amended only with prior written approval of first mortgage lenders representing 67% in number of the mortgaged Units in the Condominium and 100% in percentage interest of the Owners of Units in the Condominium.

Notwithstanding any provision above to the contrary, if any amendment or action by the Trustees shall require assent of mortgagees holding mortgages on Units in the Condominium, and any such mortgagees shall fail to respond in either the positive or the negative to any such request by the Trustees within sixty (60) days of verified receipt by said mortgagee of the said request for assent to amendment or action requiring their assent, then said mortgagee shall be deemed to have assented to said amendment or request and no further action on the part of the Trustees or Unit Owners regarding said mortgagee assent shall be required and the Trustees may file documentation as if the assent were attached.

#### **16. Special Amendment**

Notwithstanding anything herein contained to the contrary, so long as the Declarants own at least one Unit in the Condominium, the Declarants reserve the right and power to file and record a special amendment ("Special Amendment") to this Master Deed at anytime and from time to time which amends this Master Deed (i) to comply with requirements of the FNMA, FHLMC, the Veterans Administration or any other governmental agency or any other public, quasi-public, or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure or guarantee first mortgages covering Unit Ownerships; (iii) to bring this Master Deed into compliance with Chapter 183A of the General Laws of Massachusetts; (iv) to amend and modify this Master Deed, interior Unit plans, or the Site Plan regarding unsold Units including designation of

exclusive use areas and rights of those unsold Units without obtaining written assent from those sold Units; and (v) to correct clerical or typographical errors or to cure any ambiguity, inconsistency, formal defect or omission in this Master Deed or any exhibit hereto or any supplement or amendment hereto provided such Special Amendment does not materially and adversely affect rights and interests of the Unit Owners. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to vote in favor of, make, or consent to a Special Amendment on behalf of each Owner as proxy or attorney-in-fact, as the case may be. Each deed, mortgage, trust deed, other evidence of obligation or other instrument affecting a Unit and the acceptance thereof, shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of the power to the Declarants to vote in favor of, make, execute and file and record Special Amendments. The right of the Declarants to act pursuant to rights reserved or granted under this Section shall be automatically assigned to the Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST** at such time as neither the Declarants nor any assignee of the Declarants' rights hereunder shall any longer hold or control title to any Units.

**17. Provisions Regarding Heat, Hot Water and Temperature Maintenance, Water and Septic Systems**

- (a) Heat and Hot Water: Units 1, 2, 3, 4, 5, 6, 7 and 8 each contain its own electric heat and hot water system located in the Unit which provides heat and hot water to that particular Unit. Notwithstanding the provisions of Section 6 Common Areas, the costs and expenses associated with the upkeep, repair, maintenance, replacement and electricity for the heat and hot water system shall not be a common expenses attributable to all of the Units in the Condominium in accordance with the percentages set forth in Exhibit C. Rather, the Unit Owners shall each be responsible for one hundred (100%) percent of the cost of electricity as well as the costs of maintenance, upkeep and repair and replacement of the heat/hot water system servicing their particular Unit.

Unit 9 has its own oil fired furnace system that provides heat and hot water to

that Unit. Notwithstanding the provisions of Section 6 Common Areas, all costs and expenses associated with the upkeep, repair, maintenance, replacement and oil deliveries for the heat and hot water system shall not be a common expense attributable to all of the Units in the Condominium in accordance with the percentages set forth in Exhibit "C". Rather the owner of Unit 9 shall be responsible for one hundred (100%) percent of all such costs and expenses including oil deliveries.

The Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST** shall enforce and administer the provisions of this Section 16(a). Any and all costs and expenses, as hereinabove set forth shall be paid by the owners of the Unit serviced by the particular system as set forth above.

The owners of any of the Units in the Condominium have the right, upon obtaining the written permission of the Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST** to install an above-ground propane gas tank to provide propane gas to their particular Unit for heating, hot water and/or cooking purposes provided the same shall be located in an enclosure to screen the same from the view of other Units to the greatest extent possible. All costs and expenses shall be paid by the Unit Owner undertaking such installation.

- (b) Temperature Maintenance: Units 1, 2, 3, 4, 5, 6, 7 and 8 in the Condominium must be shut down and have the water drained from the building for the period of November 30 to April 1 of each winter season in accordance with the terms of the Condominium Declaration of Covenant registered as Document No. 1,230,679. Unit 9, designated as the Manager's Unit in said Covenant, may be occupied on a year-round basis in which case the owner of that Unit shall be responsible for the maintaining heat in the Unit at a sufficient temperature to ensure that no damage is occasioned to any of the common areas and facilities. In the event that the owner of Unit 9 shall fail or neglect to maintain such temperature, such Unit Owner shall be responsible for any damages caused to other Units or any of the Common Areas and Facilities of the Condominium.

The Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST** shall enforce and administer the provisions of this Section 16(b) 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 the shutting down and draining of the Units and if appropriate, the maintenance of heat in Unit 9. 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 17(b) 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.

- c. Water: The Condominium premises is served by ten (10) water lines and ten (10) separate meters, one line and providing water to each of the Units and one line providing service to the common area shed.

All costs and expenses associated with the water service lines in the condominium between the town water line and the meters not the responsibility of the Provincetown Water Department, shall be a common expense attributable to the Units in accordance with their respective interests in the common areas and facilities. All costs and expenses for the meters and the lines running from the meter to a Unit shall be the responsibility of the Owner of the Unit serviced by such line and meter and, with respect to the meter and line running to the common area shed, shall be part of the common area assessments paid by the Unit Owners in accordance with the provisions of Exhibit "C".

All costs and expenses for the water provided to each of the Units as well as the meter measuring the same shall be the sole responsibility of the Unit serviced by the same.

- d. Septic System: The Condominium contains two (2) septic systems, one providing septic service to Unit 9 and the second providing septic service to Units 1 through 8. Notwithstanding the provisions of Section 6 Common Areas, the costs and expenses associated with the maintenance, upkeep, repair and, if necessary, replacement of the septic systems shall not be a common expense attributable to all of the units in the Condominium in accordance with the percentages set forth in Exhibit C. Rather, Unit 9 shall be responsible for one hundred (100%) percent of such costs and expenses associated with the septic system servicing Unit 9 only and Units 1 through 8 shall each be responsible for twelve and 50/100 (12.50%) percent of such costs and expenses associated with the septic system servicing those units.

The Trustees of **THE SOUTHWIND COURT CONDOMINIUM TRUST** shall enforce and administer the provisions of this Section 16(d) and for that purpose shall have and are hereby granted the right of access at all times and upon reasonable notice to the two (2) septic systems for purposes of their upkeep, maintenance and repair, unless in the case of the system servicing Unit 9 only, the owner of that Unit undertakes such activity themselves. All costs and expenses incurred for the same shall be added to the common charges due from the various Unit Owners in the percentages set forth above.

## **18. 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 provisions 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 had 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.

## **19. 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.

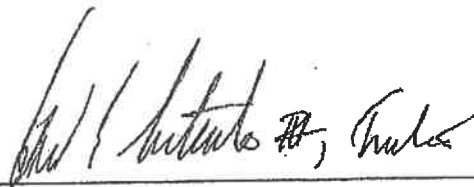
## **20. Captions**

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.

## **21. Definitions**

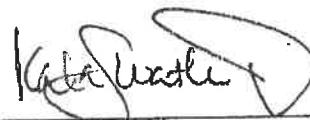
All terms and expressions used in this Master Deed which are defined in Massachusetts General Laws, Chapter 183A shall have the same meanings here unless the context otherwise requires.

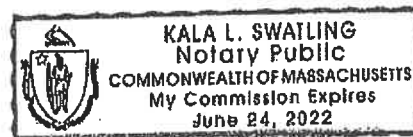
IN WITNESS WHEREOF, the said FRED E. SATERIALE, III and MICHAEL W. RODERICK, Trustees placed their hands and seals this 11<sup>th</sup> day of August, 2016.

  
FRED E. SATERIALE, III, Trustee

State of Massachusetts  
County of Barnstable

On this 11<sup>th</sup> day of August, 2016, before me, the undersigned notary public, personally appeared Fred E. Sateriale, III, Trustee, proved to me through satisfactory evidence of identification which was Personal Knowledge, 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 Trustee of The Southwind Court Condominium

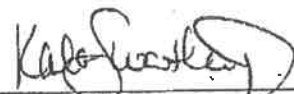
  
Notary Public, Kala Swatling  
My Commission expires: June 24, 2022

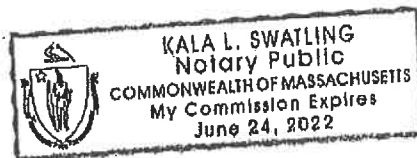


  
MICHAEL W. RODERICK, Trustee

State of Massachusetts  
County of Barnstable

On this 11<sup>th</sup> day of August, 2016, before me, the undersigned notary public, personally appeared Michael W. Roderick, Trustee, proved to me through satisfactory evidence of identification which was Personal Knowledge, 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 Trustee of The Southwind Court Condominium

  
Notary Public, Kala Swatling  
My Commission expires: June 24, 2022



**EXHIBIT "A"**

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

**LOT 54  
LAND COURT PLAN NO. 11740-T**

There is appurtenant to the above-described property the non-exclusive right to use the portion of Lot 55, Land Court Plan No. 11740-T and shown on the site plan filed herewith as "Easement 43 FT WIDE" to pass and re-pass over the 22 foot wide driveway, as well as the right to use and maintain the water lines, water meters and meter pit, utility lines, lighting facilities and rubbish area located therein. These aforementioned rights are subject to the right of the owner of Lot 55 to install, use and maintain a driveway running from the 22 foot wide driveway over the various utility installations to provide access to the rear portion of the said Lot 55. The owners of Units in the Condominium through the South Wind Court Condominium Trust shall be responsible for maintenance of the Easement area including the driveway, utility and water lines and rubbish area. Any driveway constructed to access LOT 55 shall be located so as not to run over the water meter buried tank located within the Easement Area.

For Declarants' title see Certificate of Title No. 203528 issued by the Barnstable County Registry District of the Land Court.

**EXHIBIT "B"**

Unit Designation	Approximate Square Footage Area	Number and Designation of Rooms	Immediately Accessible Common Areas and Facilities
1	405 Sq. Ft.±	Three (3) rooms including living area/kitchen, bathroom and one (1) bedroom	Main entrance door to deck to exclusive use yard area to common area ground
2	340 Sq. Ft.±	Two (2) rooms including living room/bedroom/kitchen and one (1) bathroom	Main entrance door to deck to exclusive use yard area to common area ground
3	340 Sq. Ft.±	Two (2) rooms including living room/bedroom/kitchen and one (1) bathroom	Main entrance door to deck to exclusive use yard area to common area ground
4	345 Sq. Ft.±	Three (3) rooms including living room/kitchen, one (1) bedroom and one (1) bathroom	Main entrance door to deck to exclusive use yard area to common area ground
5	224 Sq. Ft.±	Two (2) rooms including living room/kitchen/ bedroom and one (1) bathroom	Main entrance door to deck to exclusive use yard area to common area ground
6	224 Sq. Ft.±	Two (2) rooms including living room/kitchen/ bedroom and one (1) bathroom	Main entrance door to deck to exclusive use yard area to common area ground
7	224 Sq. Ft.±	Two (2) rooms including living room/kitchen/ bedroom and one (1) bathroom	Main entrance door to deck to exclusive use yard area to common area ground
8	408 Sq. Ft.±	Three (3) rooms including living area/kitchen, bathroom and one (1) bedroom	Main entrance door to deck to exclusive use yard area to common area ground
9	3137 Sq. Ft.±	Ten (10) room including utility/storage area on the unfinished full basement level, living room, kitchen, entry/office, three (3) bedrooms and two (2) bathrooms on first floor and a loft area on the loft level as well as stairway between the floors	Main entrance door to deck to exclusive use yard area to common area ground

**EXHIBIT "C"**

Unit Designation	Percentage Interest in Common Areas and Facilities
1	10.2%
2	9.4%
3	9.4%
4	9.4%
5	9.4%
6	9.0%
7	9.0%
8	11.0%
9	23.2%
Total	100 %

TRUSTEE'S CERTIFICATE

R + S REALTY TRUST

FRED E. SATERIALE, III and MICHAEL W. RODERICK, Trustees of the R + S Realty Trust, under a Declaration of Trust dated May 30, 2014, and registered with Barnstable County Registry District of the Land Court as Document No. 1,246,987, 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 execute the Master Deed creating The Southwind Court Condominium comprising the Premises shown as Lot 54 Land Court Plan No. 11740T.

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

Further your deponent sayeth not.

Signed under the penalties of perjury this 11<sup>th</sup> day of August, 2016.

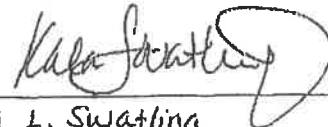
  
Fred E. Sateriale, III, Trustee

  
Michael W. Roderick, Trustee

COMMONWEALTH OF MASSACHUSETTS

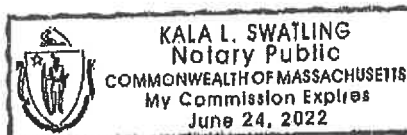
Barnstable, ss.

On this 11<sup>th</sup> day of August, 2016, before me, the undersigned notary public, personally appeared Fred E. Sateriale, III, and Michael W. Roderick, Trustees, proved to me through satisfactory evidence of identification, which were Personal Knowledge, 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.

  
Kala L. Swatling, Notary Public

My commission expires:

June 24, 2022





**THE SOUTHWIND COURT CONDOMINIUM TRUST**

THIS DECLARATION OF TRUST made this 11<sup>th</sup> day of August, 2016, at Provincetown in the County of Barnstable and Commonwealth of Massachusetts by MICHAEL W. RODERICK AND FRED E. SATERIALE, of c/o P.O. Box 248, North Truro, MA 02652 (hereinafter called the Trustee, which term and any pronoun referred thereto shall be deemed to include their successors in trust hereunder and to mean the trustees of the Trust at the time being hereunder wherever the context so permits).

**ARTICLE I**

**Name of Trust**

The trust hereby created shall be known as THE SOUTHWIND COURT CONDOMINIUM TRUST, and under that name, so far as legal, convenient and practicable, shall all business carried on by the Trustees to be conducted and shall all instruments in writing by the Trustees be executed.

**ARTICLE II**

**The Trust and Its Purposes**

**Section 1.** All of the rights and powers in and with respect to the common areas and facilities of The Southwind Court Condominium ("Condominium") established by a Master Deed of even date and registered herewith which are by virtue of provisions of Chapter 183A of the Massachusetts General Laws conferred upon or exercisable by the organization of Unit owners of said Condominium, specifically including the Statutory Powers of Trust pursuant to Section 10(b) of said Chapter, and all property, real and personal, tangible and intangible, conveyed to the Trustees hereunder shall vest in the Trustees as joint tenants with right of survivorship as Trustees of this

natural person to act as such Trustee, signed (i) by Unit Owners entitled to not less than fifty-one (51%) percent of the beneficial interest hereunder, or (ii) if Unit Owners entitled to such percentage have not within thirty (30) days after the occurrence of any such vacancy made such appointment, by a majority of the then remaining Trustees, or by the sole remaining Trustee if only one, and (b) the acceptance of such appointment, signed and acknowledged by the person so appointed. Such appointment shall become effective upon the registering with the Barnstable County Registry District of the Land Court of a certificate of such appointment signed by all of the then remaining Trustees or Trustee, if any there be still in office, or by Unit Owners holding at least fifty-one (51%) percent of the beneficial interest, if there be no such Trustee, together with such acceptance, and such person shall then be and become such Trustee and shall be vested with the title to the trust property jointly with the remaining or surviving Trustees or Trustee without the necessity of any act of transfer or conveyance. If for any reason any vacancy in the office of Trustee shall continue for more than sixty (60) days and shall at the end of that time remain unfilled, a Trustee or Trustees to fill such vacancy or vacancies may be appointed by any court of competent jurisdiction upon the application of any Unit Owner or Trustee and notice to all Unit Owners and Trustees and to such other, if any, parties in interest to whom the court may direct that notice be given. The foregoing provisions of this section to the contrary notwithstanding, despite any vacancy in the office of Trustee, however caused and for whatever duration, the remaining or surviving Trustees, subject to the provisions of the immediately following section, shall continue to exercise and discharge all of the powers, discretions and duties hereby conferred or imposed upon the Trustees.

**Section 2.** In any matters relating to the administration of the trust hereunder and the exercise of the powers hereby conferred, the Trustees may act by majority vote at any duly called meeting at which a quorum is present, as provided in Paragraph A of Section 10 of Article V;

any circumstances or in any event be held liable or accountable out of his or her personal assets or be deprived of compensation by reason of any action taken, suffered or omitted in good faith or be so liable or accountable for more money or other property than he or she actually receives, or for allowing one or more of the other Trustees to have possession of the trust books or property, or be so liable, accountable or deprived by reason of honest errors in judgment or mistakes of fact or law or by reason of the existence of any personal or adverse interest or by reason of anything except his or her own personal and willful malfeasance and defaults.

Section 7. No Trustee shall be disqualified by his or her office from contracting or dealing with the Trustees or with one or more Unit Owners (whether directly or indirectly because of his or her interest individually or the Trustees' interest or any Unit Owner's interest in any corporation, firm, trust or other organization connected with such contracting or dealing or because of any other reason), as vendor, purchaser, or otherwise, nor shall any such dealing, contract or arrangement entered into in respect to this trust in which any Trustee shall be in any way interested be avoided nor shall any Trustee so dealing or contracting or being so interested be liable to account for any profit realized by any such dealing, contract or arrangement by reason of such Trustee's holding office or of the fiduciary relation hereby established, provided the Trustee shall act in good faith and shall disclose the nature of his or her interest before the dealing, contract or arrangement is entered into.

Section 8. The Trustees and each of them shall be entitled to indemnity both out of the trust property and by the Unit Owners against any liability incurred by them or any of them in the execution hereof, including without limiting the generality of the foregoing, liabilities in contract and in tort and liabilities for damages, penalties and fines. Each Unit Owner shall be personally liable for all sums lawfully assessed for his or her proportionate share of any claims involving the trust

forth in Section 1 of Article II hereof.

**Section 2.** The beneficial interest of each Unit of the Condominium shall be held and exercised as a Unit and shall not be divided among several owners of any such Unit. To that end, whenever any of said Units is owned of record by more than one person, the several owners of such Unit shall (a) determine and designate which one of such owners shall be authorized and entitled to cast votes, execute instruments and otherwise exercise the rights appertaining to such Unit hereunder, and (b) notify the Trustees of such designation by a note in writing signed by all of the record owners of such Unit. Any such designation shall take effect upon receipt by the Trustees and may be changed at any time and from time to time by notice as aforesaid. In the absence of any such notice of designation, the Trustees may designate any one such owner for such purposes.

## **ARTICLE V**

### **By-Laws**

The provisions of this Article V shall constitute the By-Laws of this trust.

#### **Section 1. Powers of the Trustees:**

In addition to the Statutory Powers of Trust set forth in Chapter 183A, Section 10(b), the Trustees shall, subject to and in accordance with all applicable provisions of said Chapter 183A, have the absolute control and management of the trust property (which term as herein used shall insofar as applicable be deemed to include the common areas and facilities of the Condominium) and shall have the power to dispose of any trust property, excepting only common area, as if they were the absolute owners thereof, free from the control of the Unit Owners and, without by the following enumeration limiting the generality of the foregoing or of any item in the enumeration, with full power and uncontrolled discretion, subject only to the limitations and conditions herein and in the provisions of said Chapter 183A, at any time and from time to time and without the necessity of

trust;

(vi) To invest and reinvest the trust property, or any part or parts thereof and from time to time and as often as they shall see fit to change investments, including power to invest in all types of securities and other property, of whatsoever nature and however denominated, all to such extent as to them shall seem proper, and without liability for loss, even though such property or such investments shall be of a character or in an amount not customarily considered proper for the investment of trust funds or which does or may not produce income;

(vii) To incur such liabilities, obligations and expenses, and to pay from the principal or the income of the trust property in their hands all such sums as they shall deem necessary or proper for the furtherance of the purposes of the trust;

(viii) To determine as to all sums of money and other things of value received by them, whether and to what extent the same shall be charged against principal or against income, including, without hereby limiting the generality of the foregoing, power to apportion any receipt or expense between principal and income, and power to determine what portion, if any, of the actual income received upon any asset purchased or acquired at a premium or any wasting investment shall be added to principal to prevent a diminution thereof upon the maturity or exhaustion of such asset or investment;

(ix) To vote in such manner as they shall think fit any or all shares in any corporation or trust which shall be held as trust property, and for that purpose to give proxies, to any person or persons or to one or more of their number, to vote, waive any notice or otherwise act in respect of any such shares;

(x) To guarantee performance of the obligations of others in any cases where they shall deem that it is to the advantage of this trust that they give such guaranty;

All maintenance and replacement of and repairs to any Unit, including the interior, exterior, foundation, structural components and roof of the Building in which the Unit is located (other than to the Common Areas and Facilities contained therein) and to the furniture, furnishings and equipment therein and the maintenance, repair and replacement of utility fixtures therein serving the same, including, without limitation, exterior walls, roofs, foundations, supports, piers, cement blocks, joists, grade beams, framing; interior finish walls, ceilings and floors; windows, window frames and interior window trim; doors, door frames and door trim; plumbing and sanitary waste fixtures and fixtures for water and other utilities; heating units, hot water heaters, electrical fixtures and outlets; and all wires, pipes, drains and conduits for water, sewerage, electric power and light, telephone and other utility services which are contained in and serve such Unit, shall be the responsibility of the Owner(s) of the Unit(s) located in the particular Unit of the Condominium.

**Section 3. Maintenance, Repair and Replacement of Common Areas  
and Facilities and Assessment of Common Expenses Thereof:**

The Trustees shall be responsible to arrange for the proper maintenance, repair and replacement of the common areas and facilities of the Condominium except for any such areas and facilities which are to be maintained by the owner or owners of a Unit in a particular Building pursuant to the provisions of Sections 5 and 17 of the Master Deed, and such may be done through the Managing Agent, as hereinafter provided, and any Trustees, or the Managing Agent, or any others who may be so designated by the Trustees, may approve payment of vouchers for such work, and the expenses of such maintenance, repair and replacement shall be assessed to the Unit Owners as common expenses of the Condominium at such times and in such amounts as provided in Section 4 of these By-Laws.

statements therefor in the manner aforesaid, and such statements shall be payable and take effect as aforesaid. The Trustees may in their discretion provide for payments of statements in monthly or other installments. The amount of each such statement, together with interest thereon, if not paid when due, shall accrue interest at a rate equal to twelve (12%) percent per annum from the time such payment was due and shall constitute a lien on the Unit of the Unit Owner assessed, pursuant to provisions of Section 6 of said Chapter 183A. Further, if any such statement is not paid when due, the Unit Owner shall be responsible for all costs of collection incurred by the Trustees including reasonable attorneys' fees, which collection costs shall also constitute a lien on the Unit.

C. The Trustees shall expend common funds only for common expenses and lawful purposes permitted hereby, by the provisions of the Master Deed, and by provisions of said Chapter 183A.

**Section 5. Rebuilding and Restoration, Improvements:**

A. In the event of any casualty loss to the trust property the Trustees shall determine in their reasonable discretion whether or not such loss exceeds ten (10%) percent of the value of the Condominium immediately prior to the casualty, and shall notify all Unit Owners of such determination. If such loss as so determined does not exceed ten (10%) percent of such value, the Trustees shall proceed with the necessary repairs, rebuilding or restoration in the manner provided in Paragraph (a) of Section 17 of said Chapter 183A. If such loss as so determined does exceed ten (10%) percent of such value, the Trustees shall forthwith submit to all Unit Owners (a) a form of agreement (which may be in several counterparts) by the Unit Owners authorizing the Trustees to proceed with the necessary repair, rebuilding or restoration, and (b) a copy of the provisions of said Section 17; and the Trustees shall thereafter proceed in accordance with, and take such further action as they may, in their discretion, deem advisable in order to implement the provisions of Paragraph

determination of the Trustees with respect to the value of the Condominium or any other determination or action of the Trustees under this Section 5, and such dispute shall not be resolved within thirty (30) days after such notice, then either the Trustees or the dissenting Unit Owner or Owners may submit the matter to arbitration, and for that purpose one (1) arbitrator shall be designated by the Trustees, one (1) by the dissenting Unit Owner or Owners and a third by the two arbitrators so designated, and such arbitration shall be conducted in accordance with the rules and procedures of the American Arbitration Association, and (b) the Trustees shall not in any event be obliged to proceed with any repair, rebuilding or restoration, or any improvement, unless and until they have received funds in an amount equal to the estimates obtained by the Trustees of all costs thereof.

**Section 6. Rules, Regulations, Restrictions and Requirements:**

The Trustees may, at any time and from time to time, adopt, amend and rescind administrative rules and regulations governing the details of the operation and use of the common areas and facilities as are consistent with provisions of the Master Deed and are designed to prevent unreasonable interference with the use by the Unit Owners of their Units and of the common areas and facilities.

**Section 7. Managing Agent:**

The Trustees may appoint a manager or managing agent to administer the Condominium, who shall perform such duties in the administration, management and operation of the Condominium, including the incurring of expenses, the making of disbursements and the keeping of accounts, as the Trustees shall from time to time determine. The Trustees, or such manager or managing agent, may appoint, employ and remove such additional agents, attorneys, accountants or



the Unit Owners and their mortgagees as insureds as their interests appear:

- A. Casualty and physical damage insurance on the common areas and, in the event that the Unit Owners shall decide by majority vote not to obtain separate policies on each of the Units, casualty or physical damage insurance on the Buildings and all other insurable improvements forming part of the Condominium (including all of the Units but not including the furniture, furnishings and other personal property of the Unit Owners therein), together with the service machinery, apparatus, equipment and installations located in the Condominium, and existing for the provision of central services or for common use, in an amount not less than one hundred (100%) percent of their full replacement value (exclusive of foundations) as determined by the Trustees in their judgment, against (1) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, together with coverage for the payment of common expenses with respect to damaged Units during the period of reconstruction, and (2) such other hazards and risks as the Trustees from time to time in their discretion shall determine to be appropriate, including but not limited to vandalism, malicious mischief, windstorm damage, boiler and machinery explosion or damage and plate glass damage. All policies of casualty or physical damage insurance whether obtained by the Trustees or the Unit Owners, shall provide (1) that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the insureds, including each Unit mortgagee and the Trustees, and (2) that the coverage thereof shall not be terminated for nonpayment of premiums without thirty (30) days' notice to all of the insureds, including each Unit mortgagee and the Trustees. Certificates of such insurance and all renewals thereof, together with proof of payment of premiums, shall be delivered by the Trustees to all Unit Owners and their mortgagees or by the Unit Owners to the Trustees upon request, at least ten (10) days prior to the expiration of the then current policies.
- B. Comprehensive public liability insurance in such amounts and forms as shall be determined by the Trustees, covering the Trust, the Trustees, all of the Unit Owners and any manager or managing agent of the Condominium, with limits of not less than a single limit of \$1,000,000.00 for claims for bodily injury or property damage arising out of one occurrence and a limit of \$100,000.00 for each occurrence, for water damage, legal liability, and with cross liability endorsement to cover liability of any insured to other insureds.
- C. Workmen's compensation and employer's liability insurance covering any employees of the Trust.
- D. During such periods, if any, as the Condominium is within an area designated by the Federal Emergency Management Agency ("FEMA") as one having special flood hazards, the Trustees shall cause to be kept in force flood insurance with respect to the common areas and facilities of the Condominium as well as all of the Units, in

and 4 of these By-laws.

**Section 9. Sale or other Disposition of Units:**

Any rights with respect to sales or other dispositions of Units which may hereafter be incorporated into the Master Deed shall be exercised by the Trustees. In the event that the Trustees shall elect to purchase or lease a Unit pursuant to any such provisions, the purchase price (or rental) and the costs thereof shall constitute common expenses and the Trustees may expend common funds therefor.

**Section 10. Meetings:**

A. The Trustees shall meet annually on the date of the annual meeting of the Unit Owners and at such meeting may elect the Chairperson, Treasurer, Secretary or other officers hereinbefore provided for. Other meetings may be called by any Trustee and in such other manner as the Trustees may establish, provided, however, that written notice of each meeting stating the place, day and hour thereof shall be given at least two (2) days before such meeting to each Trustee. Such meetings shall be conducted in accordance with such rules as the Trustees may adopt.

B. There shall be an annual meeting of the Units Owners on the last Saturday in October in each year at 10:00 A.M. at such reasonable place and time as may be designated by the Trustees by notice given to the Unit Owners at least seven (7) days prior to the date so designated. Special meetings of the Unit Owners may be called at any time by the Trustees and shall be called by them upon the written request of Unit Owners entitled to more than fifty (50%) of the beneficial interest hereunder. Written notice of any such meeting designating the place, day and hour thereof shall be given by the Trustees to the Unit Owners at least seven (7) days prior to the date so designated. At

person who has been furnished with such report and shall have failed to object thereto by notice in writing to the Trustees given by registered mail within a period of one (1) month of the date of the receipt by him shall be deemed to have assented thereto.

**Section 13. Checks, Notes, Drafts and Other Instruments:**

Checks, notes, drafts and other instruments for the payment of money drawn or endorsed in the names of the Trustees or of the Trust may be signed by any one (1) Trustee, or by any person or persons to whom such power may at any time or from time to time be delegated by not less than a majority of the Trustees.

**Section 14. Seal:**

The seal of the Trustees shall be circular in form, bearing the inscription – The Southwind Condominium Trust - 2016 but such seal may be altered by the Trustees at pleasure and the Trustees may, at any time or from time to time, at their option, adopt a common or wafer seal which shall be valid for all purposes, or they may sign any instrument under seal without being required to affix a formal, common or wafer seal.

**Section 15. Fiscal Year:**

The fiscal year of the trust shall be the year ending with the last day of December, or such other date as may from time to time be determined by the Trustee.

**ARTICLE VI**

**Rights and Obligations of Third**

**Parties Dealing with the Trustees**

**Section 1.** No purchaser, mortgagee, lender or other person dealing with the Trustees as they then appear of record in said Registry District shall be bound to ascertain or inquire further as to the persons who are then Trustees hereunder, or be affected by any notice, implied or actual, otherwise

persons extending credit to, contracting with or having any claim against the Trustees, shall look only to the trust property for payment under such contract or claim, or for the payment of any debt, damage, judgment or decree, or of any money that may otherwise become due or payable to them from the Trustees, so that neither the Trustees nor the beneficiaries, present or future, shall be personally liable therefor; provided, however, that nothing herein contained shall be deemed to limit or impair the liability of Unit Owners under provisions of Section 8 of Article III hereof or under provisions of said Chapter 183A.

Section 3. Every note, bond, contract, order, instrument, certificate, undertaking, obligation, covenant or agreement, whether oral or written, made, issued or executed by the Trustees, or by any agent or employee of the Trustees, shall be deemed to have been entered into subject to the terms and conditions, provisions and restrictions hereof, whether or not express reference shall have been made to this instrument.

Section 4. This Declaration of Trust and any amendments hereto and any certificate herein required to be registered and any other certificate or paper signed by said Trustees or any of them which it may be deemed desirable to record shall be registered with said Registry District and such record shall be deemed conclusive evidence of the contents and effectiveness thereof according to the tenor thereof; and all persons dealing in any manner whatsoever with the Trustees, the trust property or any beneficiary thereunder shall be held to have notice of any alteration or amendment of this Declaration of Trust, or change of Trustee or Trustees, when the same shall be registered with said Registry District. Any certificate signed by the Trustees in office at the time, setting forth as facts any matters affecting the trust, including statements as to who are the beneficiaries, as to what action has been taken by the beneficiaries, and as to matters determining the authority of the Trustees to do any act, when duly acknowledged and registered with said Registry District shall be conclusive

acknowledged in the manner required in Massachusetts for the acknowledgment of deeds, by any two (2) Trustees, if there be at least two (2) then in office, setting forth in full the amendment, alteration, addition or change and reciting the consent of the Unit Owners herein required to consent thereto. Such instrument, so executed and registered, 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 part or 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 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

*Fred E. Sateriale, III*

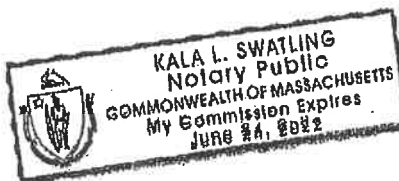
FRED E. SATERIALE, III, Trustee

State of Massachusetts  
County of Barnstable

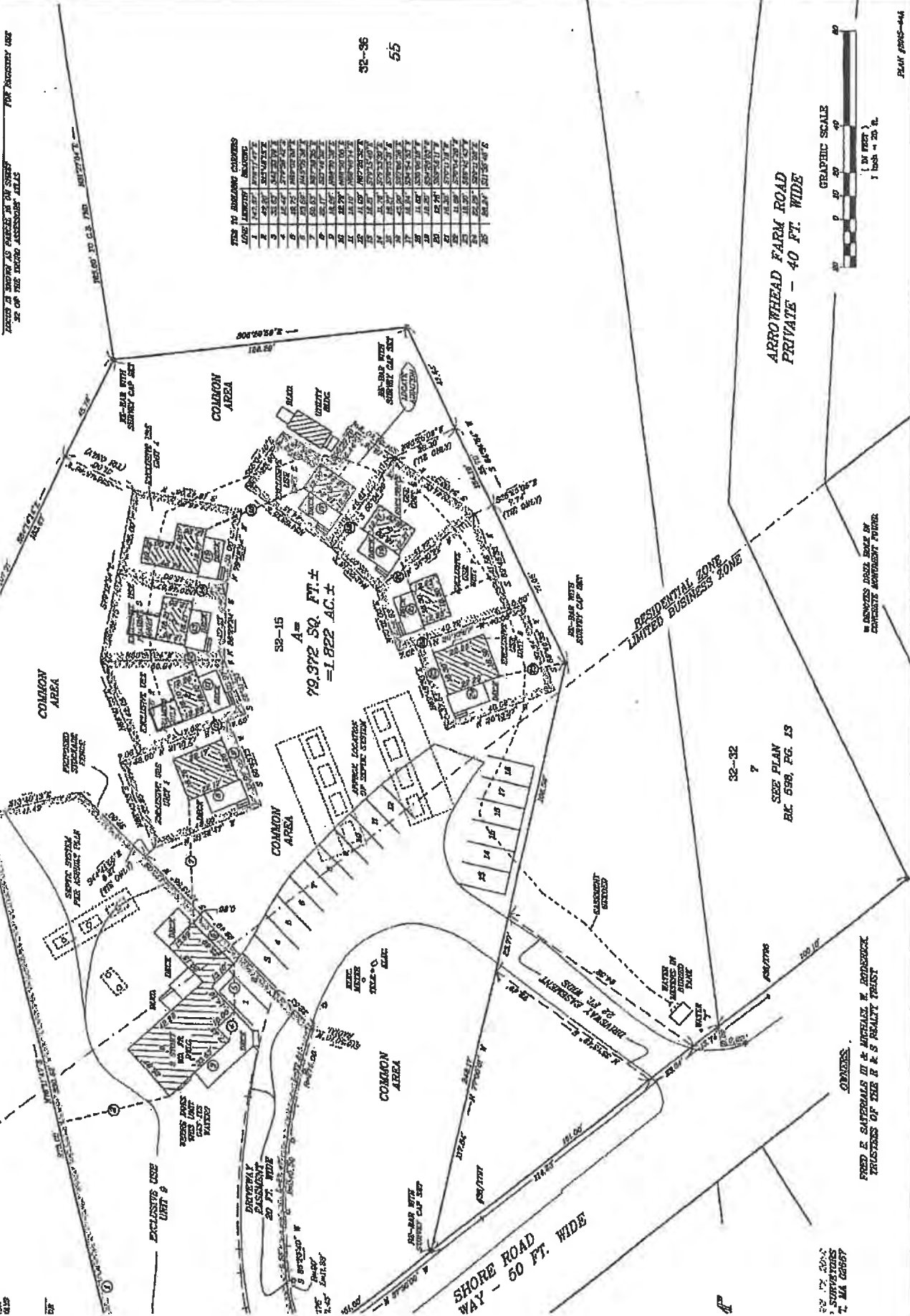
On this 11<sup>th</sup> day of August, 2016, before me, the undersigned notary public, personally appeared Fred E. Sateriale, III, Trustee, proved to me through satisfactory evidence of identification which was Personal Knowledge, to be the person whose name is signed on the preceding or attached document, 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 Trustee of The Southwind Court Condominium

*Kala L. Swatling*

Notary Public, Kala L. Swatling  
My Commission expires: June 24, 2022



SECTION 32-36 AS SHOWN IN THE SHEET  
 32 OF THE MICRO-ASSESSMENT ATLAS



THIS TABLE CONTAINS

LINE	LENGTH	BEARING
1	100.00	N 00° 00' 00" E
2	100.00	N 00° 00' 00" E
3	100.00	N 00° 00' 00" E
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9	100.00	N 00° 00' 00" E
10	100.00	N 00° 00' 00" E
11	100.00	N 00° 00' 00" E
12	100.00	N 00° 00' 00" E
13	100.00	N 00° 00' 00" E
14	100.00	N 00° 00' 00" E
15	100.00	N 00° 00' 00" E
16	100.00	N 00° 00' 00" E
17	100.00	N 00° 00' 00" E
18	100.00	N 00° 00' 00" E
19	100.00	N 00° 00' 00" E
20	100.00	N 00° 00' 00" E
21	100.00	N 00° 00' 00" E
22	100.00	N 00° 00' 00" E
23	100.00	N 00° 00' 00" E
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25	100.00	N 00° 00' 00" E
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27	100.00	N 00° 00' 00" E
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30	100.00	N 00° 00' 00" E
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32	100.00	N 00° 00' 00" E
33	100.00	N 00° 00' 00" E
34	100.00	N 00° 00' 00" E
35	100.00	N 00° 00' 00" E
36	100.00	N 00° 00' 00" E
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41	100.00	N 00° 00' 00" E
42	100.00	N 00° 00' 00" E
43	100.00	N 00° 00' 00" E
44	100.00	N 00° 00' 00" E
45	100.00	N 00° 00' 00" E
46	100.00	N 00° 00' 00" E
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48	100.00	N 00° 00' 00" E
49	100.00	N 00° 00' 00" E
50	100.00	N 00° 00' 00" E

32-36  
 55

ARROWHEAD FARM ROAD  
 PRIVATE - 40 FT. WIDE



PLAN 6805-444

32-15  
 A =  
 79,372 SQ. FT. ±  
 = 1.822 AC. ±

RESIDENTIAL ZONE  
 LIMITED BUSINESS ZONE

32-32  
 7  
 SEE PLAN  
 BK. 580, PG. 13

OWNERS:  
 FRED E. SAUERBAUM III & MICHAEL W. HODSDON  
 TRUSTEES OF THE F. E. S. REALTY TRUST

BY: [Signature]  
 T. MA 02887



# PROVINCETOWN WATER DEPARTMENT

## TRURO YEAR ROUND CONDOMINIUM REQUEST – WATER SERVICE SUITABILITY CHECKLIST

SERVICE ADDRESS: 121 SHORE ROAD Unit 1 AND Unit 8  
DATE OF INSPECTION: 2/27/2023 3/7/2023

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?  
MTR PIT.

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 on VALVES

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

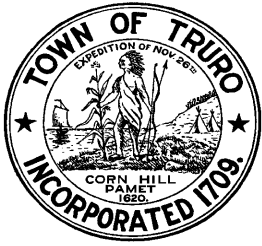
Is current water service compliant material (CTS polyethylene meeting AWWA C901 Standards)?  
YES

*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





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Health and Conservation

**REQUESTOR:** Emily Beebe, Health and Conservation Agent

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Seasonal Condominium Conversion

**EXPLANATION:** The Days Cottages Condominium, Units: 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23 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 condominium meets building, health, and safety codes.

The Days Cottages Condominium was created February 11, 2008, and restricted to seasonal use pursuant to its covenant. They have revised the covenant and all 22 units completed the year-round conversion inspections on October 11, 2022. The forementioned 19 units are ready to proceed to year-round occupancy and have brought all health, 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:** Days Cottages Condominium Units: 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 14, 15, 16, 18, 19, 20, 21, 22, 23 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 Units: 1, 2, 3, 4, 5, 6, 7, 8, 9, 12, 14, 15, 16, 18, 19, 20, 21, 22 & 23 of The Days Cottages Condominium.*

**ATTACHMENTS:**

1. Master Deed
2. Declaration of Trust
3. Provincetown Water Department
4. Release of Covenant
5. Step 1 and Step 2

Bk 22730 Ps 44 #11794  
03-06-2008 @ 11:19a

NOT A N O F F I C I A L C O P Y  
MASTER DEED OF AN O F F I C I A L C O P Y  
THE DAYS COTTAGES CONDOMINIUM

JOSEPH M. DAYS, Trustee of the Days Real Estate Trust, under a Declaration of Trust dated December 30, 1981, recorded with the Barnstable County Registry of Deeds in Book 3456, Page 182, with an address of P.O. Box 157, North Truro, Barnstable County, Massachusetts (hereinafter referred to as the "Declarant") as the owner of the premises located at 271 and 276 Shore Road, Beach Point, North Truro, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create, and hereby does 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 declares and provides the following:

1. Name

The name of the Condominium shall be THE DAYS COTTAGES CONDOMINIUM.

2. Description of Land

The premises which constitutes the Condominium is located at 271 and 276 Shore Road, Beach Point, North Truro, Massachusetts, such land, together with the buildings and improvements thereon, is shown on the plan of land entitled "Plan of Land in (North) Truro, as surveyed for The Days Cottages Condominium, Scale: 1 in. = 20 ft., July 2006, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Massachusetts", which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 624, Pages 21 and 22, particularly described on Exhibit "A" attached hereof.

Plan Book 624 pages 21-22

3. Description of the Buildings NOT

The Condominium consists of the land described in Exhibit "A", together with twenty-two (22) buildings. OFFICIAL COPY

The twenty-two (22) buildings contain a total of twenty-two (22) Units, are of wood frame construction having wooden bearing walls, wooden floors, vinyl clapboard siding and asphalt shingle roofs. The buildings are each one (1) story in height with a crawl space underneath, and are approximately 28 feet in length and approximately 16 feet in width, all as shown on the site plan. OFFICIAL COPY

4. Designation of Condominium Units

The Buildings have been divided into twenty-two (22) Units, Units 1 through 12 and 14 through 23 respectively. All of the Units 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 DAYS COTTAGES CONDOMINIUM consisting of three (3) sheets and depicting Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

Each of the Units contains and includes a living/dining room, kitchen, bathroom, and two (2) bedrooms all on one floor and each containing an area of approximately 420 square feet, and each obtaining access from a main entrance door to an exclusive use step and concrete walkway to common area ground. Each of the Units will be granted an exclusive use easement for the steps, concrete walk and yard area located on the northwesterly and southwesterly sides of the Unit all as shown on the site and floor plans, which grant will 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 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 DAYS COTTAGES CONDOMINIUM TRUST**, hereinafter referred to, which approval shall not be unreasonably withheld or delayed.

**5. Boundaries of the Units**

The floor, ceiling, wall and other boundaries of each of the Units are as follows:

**(a) Floors**

The upper surface of the wood subflooring of the Unit;

**(b) Ceilings**

The plane of the lower surface of the uppermost ceiling of the Unit;

**(c) Walls**

The vertical planes of the innermost unfinished surfaces of the interior walls dividing the Unit from other Units or common area; 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.

All expenses for the maintenance, upkeep, repair and replacement of the exterior portions

of the Buildings in the Condominium shall be a common expense of all Units and the Trustees of  
**THE DAYS COTTAGES CONDOMINIUM TRUST** 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 part of the common charges of the Condominium. The exterior portion of all  
 Buildings in the Condominium shall be maintained in the color, style and appearance as exists as  
 of the date of this Master Deed and as specified by the Trustees of **THE DAYS COTTAGES  
 CONDOMINIUM TRUST** and no Unit Owner shall make any change to the color, style or  
 appearance of the exterior portions of any Building.

**6. Common Areas**

The Common Areas and Facilities of the Condominium ("Common Elements") shall consist of the property 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 and propane gas facilities together with all pipes, tanks, and appurtenances connected 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 foundations, crawlspace walls, exterior walls, framing, joists, rafters, sheathing, roofs chimneys, structural columns, girders, beams, supports, and all exterior portions of the buildings;
- (e) The yards, lawns, beach area, driveways, plants, walkways, bulkhead 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);

(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 the exclusive use of two (2) parking spaces by Declarant, which easement shall be and remain appurtenant to the Unit for the purposes of parking of 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; and

(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 Master Deed and of the By-Laws of THE DAYS COTTAGES 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, beach, paths, conduits, ducts,

pipes, plumbing, <sup>N O T</sup>wiring, <sup>A N</sup>trash containers and other <sup>N O T</sup>facilities for the furnishing of utilities and services, <sup>O F F I C I A L</sup>subject always, <sup>C O P Y</sup>however, to (a) the <sup>O F F I C I A L</sup>exclusive rights and easements herein granted to particular Units in certain facilities, (b) the <sup>N O T</sup>restrictions and other provisions herein set forth, and (c) <sup>A N</sup>rules and regulations promulgated by the <sup>O F F I C I A L</sup>Board of <sup>A N</sup>Trustees of **THE DAYS COTTAGES CONDOMINIUM TRUST**. <sup>C O P Y</sup>

Notwithstanding the provisions of Section 6, any and all expenses for the maintenance, upkeep and repair of the steps and yard areas for which exclusive use easements are granted to the various Units shall not be a common expense of all Units, but shall be the sole expense of the owner or owners of the Unit that has the exclusive use of such area. In the event that a Unit Owner fails to maintain such exclusive use area, the Trustees of **THE DAYS COTTAGES 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 the 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 the Unit in the same manner as common expenses and charges, the nonpayment of which shall constitute a lien on the Unit.

The Trustees of **THE DAYS COTTAGES 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.



Except for those <sup>N O T</sup> yard areas for which exclusive <sup>N O T</sup> use easements are granted, the Trustees of <sup>O F F I C I A L</sup> **THE DAYS COTTAGES CONDOMINIUM TRUST** <sup>O F F I C I A L</sup> shall also have, and are hereby granted, the exclusive right to maintain, repair, replace, add to and alter the parking areas, beach area, bulkhead, walkways, <sup>A N</sup> utility and service lines and <sup>A N</sup> facilities, lawns, plants and other landscaping comprised in the <sup>C O M M O N</sup> common areas and facilities, and to make excavations for said purposes; and except as to areas for which a Unit Owner has an Exclusive Use Easement, 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

- <sup>N O T</sup>  
<sup>A N</sup> common area to the exclusion of all <sup>N O T</sup> other Units of the Condominium  
<sup>O F F I C I A L</sup> except for that Unit which has the benefit of the easement;
- <sup>C O P Y</sup>  
**(b)** No Unit Owner shall make <sup>C O P Y</sup> whatsoever of a restricted use common  
<sup>N O T</sup> area as set forth in this Master Deed <sup>N O T</sup> except for the Unit Owner whose Unit  
<sup>A N</sup> has the benefit of an exclusive use <sup>A N</sup> easement for the particular area; and
- <sup>O F F I C I A L</sup>  
<sup>C O P Y</sup>  
**(c)** The Trustees shall have the right to enter upon any exclusive use yard area  
<sup>C O P Y</sup> or parking space as is necessary to access any of the septic system  
 components located beneath the same and to excavate for purposes of  
 maintenance, upkeep, repair and replacement of any such septic facilities,  
 provided that the exclusive use area shall be restored to the extent  
 reasonably possible after any such evacuation. The use of exclusive use  
 common areas shall be subject to the provisions of this Master Deed, the  
 terms and conditions of **THE DAYS COTTAGES CONDOMINIUM TRUST** and all By-Laws and rules and regulations enacted pursuant  
 thereto.

**8. Plans**

The Site Plan, bearing the verified statement of a registered surveyor that said plan fully and accurately depicts the location of the buildings included in the Condominium, and the Floor Plan of the buildings and Units included in the Condominium, showing the layout, location, Unit designations and dimensions of the Units, and bearing the verified statement of a professional engineer that said plans fully and accurately depict the same, are recorded herewith and captioned as follows:

**a. Site Plan**

“Plan of Land in (North) Truro as surveyed for Days Real Estate Trust depicting The Days Cottages Condominium, Scale: 1 in. = 20 ft., July 2006, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Massachusetts”, consisting of two (2) sheets which plans are recorded in Plan Book 624, Pages 21 and 22 ; and

**b. Floor Plan**

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"Floor Plan of Days Cottages Condominium in Provincetown depicting Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23, Scale: 1/4 in. = 1 ft., June 2006, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Massachusetts" consisting of four (4) sheets which plans are recorded in Plan Book 624, Pages 23, 24, 25, and 26.

**9. Interest of Units in Common Areas and Facilities**

Each Unit in 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.

**10. Purposes**

The buildings and each of the twenty-two (22) Units are intended for seasonal 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 DAYS COTTAGES 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 Covenants dated November 9, 2005, recorded with the Barnstable County Registry of Deeds in Book

20718, Page 304, providing that all but one manager's unit shall be shut down and drained between November 30 and April of each winter season, as well as a Notice of Special Permit issued by the Truro Zoning Board of Appeals dated September 28, 2006, recorded with said Registry in Book 21494, Page 323.

b. No Unit shall be used or maintained in a manner contrary to or inconsistent with the By-Laws of **THE DAYS COTTAGES CONDOMINIUM TRUST**.

c. No Unit shall be rented or leased to an occupant or occupants for the entire summer season and no Unit may be rented or leased for a period of more than twenty-one (21) consecutive days without the written approval of the Trustees of **THE DAYS COTTAGES CONDOMINIUM TRUST**.

d. 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 (other than decks extending from the bayside of the building), 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 this 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 after, remove or otherwise modify any structural components of his Unit or Unit(s).

e. Due to the historic significance of the Days Cottages Condominium buildings, there shall be no structural changes, no changes to the pre-existing, non-conforming footprints of the buildings (other than decks extending from the bay sides of the buildings) without the issuance of a Special Permit by the Truro Zoning Board of Appeals.

f. No animal, reptile, bird or other pet of any kind shall be raised, bred, kept or permitted in any Unit in the Condominium without the written permission of the Trustees of **THE DAYS COTTAGES CONDOMINIUM TRUST**. Unit Owners who receive such written permission from the Trustees may keep in their Unit customary household

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pets, not exceeding two (2) in number, owned by such Unit Owner at the time the permission is received, but any later acquired pets shall require an additional written permission. No snakes, insects, parrots or other large tropical birds shall be allowed in the Condominium at any time. Any pet or pets so permitted shall be subject to the following:

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1) No such pet may be kept, bred or groomed for commercial purposes;
  - 2) No such pet shall be tied or leashed outside in the common areas nor shall it be left unattended on a deck;
  - 3) Any such pet shall be suitably leashed, caged or carried when outside of a Unit and may not be walked or exercised on the common walkways or courtyard of the Condominium;
  - 4) The owner of any such pet shall comply with the rules and regulations adopted by the Trustees; and
  - 5) The following breeds of dogs are prohibited and shall not be authorized by the Trustees to be kept in a Unit: Dalmatians, Boxers, Presa Canarios, Chow Chows, Doberman Pinchers, Alaskan Malamutes, Huskies, German Shepherds, Rottweilers and Pit Bulls.

g. 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 DAYS COTTAGES 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 only 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, (b) signed and acknowledged by a majority of the Trustees of **THE DAYS COTTAGES CONDOMINIUM TRUST**, and (c) duly recorded with the Barnstable County Registry of Deeds, PROVIDED HOWEVER, that:

- a. <sup>N O T</sup> <sup>A N</sup> The date on which such instrument is first signed by a Unit Owner shall be indicated thereon as the date thereof and <sup>N O T</sup> <sup>A N</sup> no such instrument shall be of any force or effect unless the same has been so recorded within six (6) months after such date;
- b. <sup>N O T</sup> <sup>A N</sup> 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; <sup>N O T</sup> <sup>A N</sup>
- c. No instrument of amendment which alters the percentage of the undivided interest to which any Unit is entitled in the common areas and facilities shall be of any force or effect unless the same has been signed by the Owners of all of the Units whose interest is changed and said instrument is thereon designated and recorded 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 his 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. The Declarant hereby reserves to himself, and their successors and assigns, the right and power, without the consent of any other Unit Owner or any mortgagee, or any of the Trustees of the Condominium Trust, to amend this Master Deed, at any time and from time to time, to meet the requirements of any governmental or quasi-insurance company or insurance underwriting office or organization, or the requirements of Federal National Mortgage Association, Federal Home Loan Mortgage Corporation, the secondary mortgage market, or any lender, or to correct typographical or clerical errors, or to cure any ambiguity, inconsistency or formal defect or omission.

13. **Managing Entity**

The Trust through which the Unit Owners will manage and regulate the Condominium established hereby is **THE DAYS COTTAGES CONDOMINIUM TRUST** under Declaration



any such person shall be deemed a substantial violation of the duties of the owner of Unit.

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 Trustee 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, 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 as 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 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



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 prior to the acquisition of title to such Unit by such First Mortgagee unless  
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 obligated to pay the same by law.  
 C O P Y C O P Y  
 (d) Except as provided by statute in case of condemnation or substantial loss  
 N O T A N N O T  
 to the Units and/or Common Elements of the Condominium project,  
 O F F I C I A L O F F I C I A L  
 unless at least fifty-one (51%) percent of the First Mortgagees (based  
 upon the vote for each first mortgage owned), or seventy-five (75%)  
 C O P Y C O P Y  
 percent of the Unit Owners (other than the sponsor, developer, or builder)  
 of the individual Condominium Units have given their written approval,  
 the Condominium Trust and the Unit Owner 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 <sup>N O T</sup> intends that the provisions <sup>N O T</sup> of this Section 15 shall comply with the requirements <sup>O F F I C I A L</sup> of the Federal Home Mortgage <sup>O F F I C I A L</sup> Corporation and Federal National Mortgage Association with respect to condominium mortgage loans and all questions with respect thereto shall be resolved <sup>A N</sup> consistent with that intention. <sup>A N</sup>

The provisions <sup>C O P Y</sup> 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 of Deeds.

**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 provisions 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 sued:

- (a) In the event of a conflict between the Master Deed or the Condominium Trust 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 16 shall control.

17. Provisions Regarding Heat, Water and Septic Systems

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(a) Heat

Each Unit contains its own gas-fired heat and hot water system located in the Unit, which provides heat and hot water to that particular Unit. Notwithstanding the provisions of Section 6 Common Areas, the costs and expenses associated with the upkeep, repair, maintenance and replacement for the heat and hot water system shall not be a common expense attributable to all of the units in the Condominium in accordance with the percentages set forth in Exhibit C. Rather, each of the Units shall each be responsible for one hundred (100%) percent of the cost of maintenance, upkeep and repair and replacement of the heat/hot water system servicing that particular Unit. The cost of gas deliveries to the common propane tank located at the southerly end of the Condominium premises as well as the costs for the upkeep maintenance and repair of the tank and gas lines running through the common areas shall be a common expense assessed as part of the common charges of the Condominium.

The Trustees of **THE DAYS COTTAGES CONDOMINIUM TRUST** shall enforce and administer the provisions of this Section 17(a). The system costs and expenses, as hereinabove described shall be paid by the owners of the Unit serviced by the particular system as set forth above.

As hereinabove set forth, all costs and expenses involving the upkeep, maintenance, repair or replacement of the propane gas tank and related gas lines as well as the cost of propane gas shall be a common expense attributable to all of the Units in accordance with their percentage interest in the common areas and facilities.

(b) Water

The Condominium premises is serviced by one (1) water line and one (1) meter providing domestic water to all of the Units in the Condominium.


All costs and expenses associated with water service including the water lines running in common areas outside of a Unit as well as the costs of water usage shall be a common expense attributable to the Units in accordance with their respective interests in the common areas and facilities.




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STATE OF FLORIDA  
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C O P Y

On this <sup>11<sup>th</sup></sup> day of <sup>February</sup>, 2008, before me, the undersigned notary public, personally appeared **JOSEPH M. DAYS, Trustee**, proved to me through satisfactory evidence of identification, which was <sup>MA driver's license</sup> 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.

  
\_\_\_\_\_  
Darren Miles, Notary Public

My commission expires: 4-27-08

 Darren Miles  
My Commission DDS13670  
Expires April 27 2008

**EXHIBIT "A"**

N O T  
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The following described parcels of land together with the buildings and improvements thereon situated in Truro (North), Barnstable County, Massachusetts, bounded and described as follows:

**PARCEL I**

N O T  
A N

Lots 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20 and 21 as shown on a Plan of Pilgrim Beach, A.L. Sparrow, Surveyor, dated 1917, recorded with the Barnstable County Registry of Deeds in Plan Book 7, Page 67.

For Declarant's title see the deed of Joseph M. Days et al dated September 19, 1995, recorded with the Barnstable County Registry of Deeds in Book 9854, Page 212.

**PARCEL II**

Lot 3 containing an area of 19,737, square feet, more or less, and being shown on a plan of land entitled "Plan of Land in (North) Truro, as surveyed for Days Real Estate Trust, Scale: 1 IN. = 40 FT., April, 2005, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Mass." which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 601, Page 13.

For Declarant's title see the deed of Joseph M. Days et al dated September 19, 1995, recorded with the Barnstable County Registry of Deeds in Book 9854, Page 212. See also the deed of Olivia Daniels dated February 24, 1994, recorded with said Registry in Book 9070, Page 275, the above described Parcel II being a portion of the premises described in said deeds.

EXHIBIT "B"

UNIT DESIGNATION	APPROXIMATE SQUARE FOOT AREA	NUMBER OF AND DESIGNATION OF ROOMS	IMMEDIATELY ACCESSIBLE COMMON AREAS AND FACILITIES
1	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
2	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, and two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
3	420 Sq. Ft. ±	Five (5) rooms including living/dining room, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
4	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
5	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
6	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
7	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground



8	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
9	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, and two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
10	420 Sq. Ft. ±	Five (5) rooms including living/dining room, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
11	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
12	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
14	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
15	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground
16	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, and two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground

17	420 Sq. Ft. ±	Five (5) rooms including living/dining room, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground O
18	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground O H
19	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground O H
20	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground O
21	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground O H
22	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground O H
23	420 Sq. Ft. ±	Five (5) rooms including living/dining room, kitchen, bathroom, and two (2) bedrooms	Main entrance to exclusive use step and concrete walkway to common area ground

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Unit Designation  
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EXHIBIT "C"  
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Percentage Interest In  
Common Areas and Facilities  
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Unit 1	NOT AN OFFICIAL COPY	NOT AN OFFICIAL COPY	4.54%
Unit 2			4.54%
Unit 3			4.54%
Unit 4			4.54%
Unit 5			4.66%
Unit 6			4.54%
Unit 7			4.54%
Unit 8			4.54%
Unit 9			4.54%
Unit 10			4.54%
Unit 11			4.54%
Unit 12			4.54%
Unit 14			4.54%
Unit 15			4.54%
Unit 16			4.54%
Unit 17			4.54%
Unit 18			4.54%
Unit 19			4.54%
Unit 20			4.54%
Unit 21			4.54%
Unit 22			4.54%
Unit 23			4.54%
<b>TOTAL:</b>			<b>100.00%</b>



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MASTER DEED  
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THE DAYS COTTAGES CONDOMINIUM

Plan Book 624 pages 21-22

JOSEPH M. DAYS, Trustee of the Days Real Estate Trust, under a Declaration of Trust dated December 30, 1981, recorded with the Barnstable County Registry of Deeds in Book 3456, Page 182, with an address of P.O. Box 157, North Truro, Barnstable County, Massachusetts (hereinafter referred to as the "Declarant") as the owner of the premises located at 271 and 276 Shore Road, Beach Point, North Truro, Massachusetts, hereinafter described, by duly executing and recording this Master Deed, does hereby submit said premises to the provisions of Chapter 183A of the General Laws of Massachusetts and proposes to create, and hereby does 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 declares and provides the following:

1. Name

The name of the Condominium shall be THE DAYS COTTAGES CONDOMINIUM.

2. Description of Land

The premises which constitutes the Condominium is located at 271 and 276 Shore Road, Beach Point, North Truro, Massachusetts, such land, together with the buildings and improvements thereon, is shown on the plan of land entitled "Plan of Land in (North) Truro, as surveyed for The Days Cottages Condominium, Scale: 1 in. = 20 ft., July 2006, William N. Rogers, Professional Civil Engineers & Land Surveyors, 41 Off Cemetery Road, Provincetown, Massachusetts", which plan is recorded with the Barnstable County Registry of Deeds in Plan Book 624, Pages 21 and 22, particularly described on Exhibit "A" attached hereof.

3. Description of the Buildings

The Condominium consists of the land described in Exhibit "A", together with twenty-two (22) buildings.

The twenty-two (22) buildings contain a total of twenty-two (22) Units, are of wood frame construction having wooden bearing walls, wooden floors, vinyl clapboard siding and asphalt shingle roofs. The buildings are each one (1) story in height with a crawl space underneath, and are approximately 28 feet in length and approximately 16 feet in width, all as shown on the site plan.

4. Designation of Condominium Units

The Buildings have been divided into twenty-two (22) Units, Units 1 through 12 and 14 through 23 respectively. All of the Units 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 DAYS COTTAGES CONDOMINIUM** consisting of three (3) sheets and depicting Units 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 17, 18, 19, 20, 21, 22, and 23.

Each of the Units contains and includes a living/dining room, kitchen, bathroom, and two (2) bedrooms all on one floor and each containing an area of approximately 420 square feet, and each obtaining access from a main entrance door to an exclusive use step and concrete walkway to common area ground. Each of the Units will be granted an exclusive use easement for the steps, concrete walk and yard area located on the northwesterly and southwesterly sides of the Unit all as shown on the site and floor plans, which grant will be set forth in the first deed by

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DECLARATION OF TRUST

This Agreement and Declaration of Trust made as of the 30th day of December, 1981, by Bernard A. Days, hereinafter called the Trustee, and Bernard A. Days and Mary E. Days, both residing and domiciled in Barnstable County, Massachusetts, hereinafter called the Beneficiaries:

WITNESSETH

FIRST: The name of the Trust shall be:-  
"DAYS REAL ESTATE TRUST"  
(d/b/a Days Realty Trust)

SECOND: The Trustees declare that they will hold any real or personal property hereafter conveyed, transferred or assigned to the said Trust under the provisions of this instrument, for the account and benefit of the named Beneficiaries, as their interest may appear, and the Trustees shall conduct the business of the Trust, hold title to all Trust property, and sign all contracts, checks, conveyances, notes and other documents in that name.

THIRD: The principal purpose of this Trust shall be to engage in any business or businesses in which a natural person might engage, and, without limiting the generality of the foregoing, to invest in, buy, sell and exchange real and personal property; to loan money on real and personal property, on notes, secured or unsecured, on bonds, debentures, mortgages and other securities; and to draw, make, accept, endorse, execute and issue promissory notes, bills of exchange and other negotiable and transferrable instruments necessary or convenient for the transaction of the business of the Trust; to use, improve or otherwise utilize, and to sell, lease, convey or otherwise dispose of, any real or personal property or any right, title or interest therein or appurtenant thereto, which may be useful, convenient or necessary for the carrying on of the business of the Trust, or for the protection of its property or affairs or otherwise.

FOURTH: The time for the termination of this Trust shall be twenty (20) years from the date of the signing of this Trust instrument, unless otherwise extended by the Trustees and Beneficiaries. Upon termination of the Trust, the entire Trust property shall be distributed to the Beneficiaries as their interest shall appear at that time. This Trust may also be terminated at any time by the filing of a vote of all Beneficiaries of record in the Registry of Deeds for Barnstable County.

ROBERT B. MILGROOM  
ATTORNEY AT LAW

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BOOK 3456 PAGE 183

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FIFTH: All votes, instruments and other documents which relate to the Trust property, and which are required to be recorded, shall be recorded with the Registry of Deeds for the County of Barnstable or in the Registry of Deeds where such property is located. It shall not be necessary to record such documents in any other place except in the County where the particular Trust property is located.

SIXTH: The Trustee named in this instrument and/or any other Trustee shall continue to hold the office of Trustee until a successor is qualified and appointed, as provided for in this instrument. Any such Trustee may resign by filing a duly executed written instrument in the Registry of Deeds, as provided herein. Upon the death of any such Trustee, the Beneficiaries shall select a successor Trustee. A statement shall be filed in said Registry of Deeds and shall be sufficient notice of the qualifications of such Trustee.

It shall not be necessary for any Trustee hereunder to furnish any surety or sureties on any bond which may be required of him. The Trustee shall be liable only for intentional breach of trust, and shall not be accountable to the Beneficiaries for mistake, indiscretion or any act of omission or commission which does not amount to an intentional breach of their trust. No Trustee shall incur any personal liability whatsoever when acting in behalf of this Trust and/or under the authority conferred under this instrument.

SEVENTH: The Trustee shall have full control, power and discretion:-

1. To sell, transfer and convey, from time to time, at public auction or at a private sale, upon such terms and conditions as he may see fit, and in his absolute discretion, all or any part of the Trust property.
2. To invest and reinvest the Trust property or funds, or both, in such manner as may seem prudent, including the power to invest in bonds, notes, mortgages of real or personal property, common stocks and/or any other investments which may seem appropriate.
3. To hold, improve, manage, repair and otherwise operate any real property or buildings of the Trust, and to lease or rent the same for any term, including any term which may run beyond the date for the termination of this Trust, or for a lesser term, with or without an option to renew or to purchase; and to exchange, to release and to partition.
4. To borrow money for such time, and upon such terms, as he may see fit, and to execute any notes and/or mortgages of any real estate or personal property owned by the Trust as security therefor. Mortgages given by the Trustee may be on the statutory condition, and may contain the statutory power of sale, and may be on such other terms and conditions as may seem appropriate to the Trustee.
5. The Trustee shall execute, acknowledge and deliver any instrument or document necessary or useful in carrying out the purposes of this Trust, or any act authorized hereunder.
6. In addition to the powers already set forth, the Trustee shall have authority to do all or any of the following, but not, however, limiting the said Trustee in any manner hereby:

ROBERT B. MILGROOM  
ATTORNEY AT LAW



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To cancel and discharge mortgages, by deed or otherwise; to constitute any banking institution or trust company as a depository for the Trust funds or property; to employ suitable persons for the proper transaction of the business of the Trust, and the Trustee may discharge or remove the same at will; to define the duties, and to fix the compensation of such persons; to have complete discretion to determine what shall constitute capital or income, and such decision shall be final; to perform services for and on behalf of the Trust in addition to the usual duties of Trustees, and to receive compensation therefor in addition to receiving compensation as Trustee.

EIGHTH: No Purchaser, lender, corporation, association, officer or transfer agent, dealing with the Trustee, shall be bound to make any inquiry concerning any act of the Trustee in connection with any sale, pledge, mortgage, loan or purchase purporting to be made by the Trustee, or be liable for the application of any money paid or loaned.

NINTH: The Trustee shall pay from any surplus earnings such dividends or dividend that he in his sole discretion may deem expedient or advisable. The Trustee may refuse to pay dividends in any year or until such time as he in his sole discretion deems proper or advisable. The foregoing shall not be an obligation on said Trustee to make payment of dividends. Payment of dividends shall not constitute a precedent, and payment in one year shall not require subsequent dividends to be paid or declared; no amendment shall affect this clause except to abolish the payment of dividends entirely.

TENTH: The title to the Trust property of every description and the right to the conduct of any business hereinbefore described, are vested exclusively in the Trustee so that Beneficiaries are without interest herein other than that conferred by their interests hereunder, and shall have no right to call for any partition, accounting or division of the property, rights or interests. The death of a Beneficiary during the continuance of this Trust shall not terminate the Trust nor give his or her legal representatives a right to act or take any action in the Courts or otherwise against other Beneficiaries or the Trustee, but shall simply entitle the legal representatives of the deceased to demand and receive all rights of the deceased under this Trust.

ELEVENTH: The Trustee shall have no power to bind the Beneficiaries personally. In every written contract or instrument executed by the Trustee, reference shall be made therein to this instrument. The person dealing with this Trust, or with the Trustee, shall look to the Trust only for the payment or satisfaction of any claim or obligations.

TWELFTH: By signing this instrument, the Trustee hereby acknowledges the receipt of One Hundred (\$100.00) dollars from each of the above-named Beneficiaries.

ROBERT B. MILGROO  
ATTORNEY AT LAW

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BOOK 3456 PAGE 185

~~THIRTEENTH~~ In the event that Bernard A. Days is unwilling or unable to serve as Trustee, then the successor Trustee shall be Mary E. Days, if she is willing and able to serve as such. If she is unwilling or unable to serve as Trustee, then the successor Trustee shall be Joseph M. Days.

IN WITNESS WHEREOF, we, Bernard A. Days and Mary E. Days, hereunto set our hands and seals, and accept the provisions of the foregoing Trust on this 30th Day of December, 1981.


*Bernard A. Days*  
Bernard A. Days

*Mary E. Days*  
Mary E. Days

State of Massachusetts  
County of *Norfolk*

*March 26, 1982*

Then personally appeared before me, the above named Bernard A. Days and Mary E. Days, and acknowledged the foregoing as their free and legal deed.

*Robert P. [Signature]*  
Notary Public  
*Commission Expires [Date]*  


RECORDED MAR 29 82

MAY 03 2023



# PROVINCETOWN WATER DEPARTMENT

RECEIVED BY:

## TRURO YEAR ROUND CONDOMINIUM REQUEST – WATER SERVICE SUITABILITY CHECKLIST

SERVICE ADDRESS: 276 Shore rd

DATE OF INSPECTION: 1 May 2023

Units 1-9, 12, 14-16, 18, 19, 20, 21, 22 and 23

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 pits

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. Curb stop before mueller pit and individual shutoffs in pit

Is the water service approximate bury depth sufficient to protect from freezing (standard is 4 feet)? Service lines are now at proper depths.

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.*

[Signature]  
Provincetown Water Dept. Technician

[Signature] Trustee  
Property Owner/Owner's Representative  
[Signature] Trustee

**RELEASE FROM  
DECLARATION OF COVENANT**

RELEASE dated this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between **The Days Cottages Condominium** (herein after referred to as the "Condominium"), established pursuant to G.L. c. 183A by a Master Deed, dated February 11, 2008, recorded with the Barnstable Registry of Deeds in Book 28471, Page 18, as may be amended, and a Declaration of Trust recorded with the Barnstable R Registry of Deeds in Book 3456, Page 182, having an address of **276 and 281 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 (herein after referred to as the "Town").

WHEREAS, the Condominium is subject to a Condominium Declaration of Covenant (herein after referred to as the "Covenant"), dated February 7, 2006, recorded with the Barnstable Registry of Deeds in Book 20718, Page 304.

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 (herein after referred to as 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 Days Cottages Condominium** desire to terminate the Seasonal Restriction as to the Condominium.

NOW, THEREFORE, the Town and **The Days Cottages 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 20718, Page 304 is hereby released and terminated as to said Condominium **with the exception of Units 10, 11 and 17.**
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.

Days Cottages Condominium

By: *Mark Haversat*

Name: *Mark Haversat*

Title: Authorized Representative

TOWN OF TRURO,

By Its Select Board

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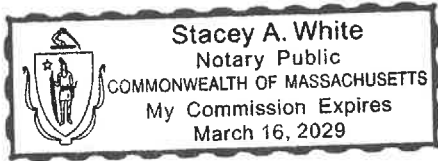
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COMMONWEALTH OF MASSACHUSETTS

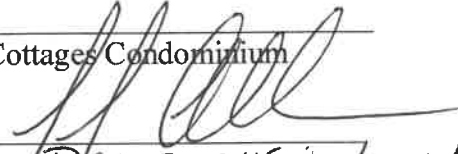
Barnstable, ss.

On this 6<sup>th</sup> day of June, 20  , before me, the undersigned notary public, personally appeared Mark A. Haversat, Trustee, proved to me through satisfactory evidence of identification, which was Drivers 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 Trustee of the Days Cottages Condominium.



Stacey A. White  
Notary Public  
My Commission Expires:

Executed as of the date and year above written.

\_\_\_\_\_  
Days Cottages Condominium  
By:   
Name: DAVID RIVEN Trustee  
Title: Authorized Representative

TOWN OF TRURO,  
By Its Select Board

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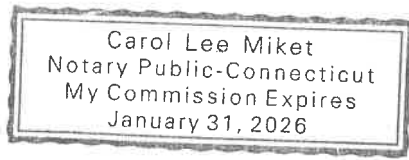
**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 31<sup>st</sup> day of May, 2023, before me, the undersigned notary public, personally appeared DPO. J. ALLEN, Trustee, 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 acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Days Cottages Condominium.

Carlee

Notary Public  
My Commission Expires: 1-31-2026





Days Cottages Condominium

By: Sherry Wilkin  
Name: SHERRY WILKINSON  
Title: Authorized Representative

TOWN OF TRURO,  
By Its Select Board

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 31<sup>st</sup> day of May, 2023, before me, the undersigned notary public, personally appeared Sherry Wilkinson, Trustee, proved to me through satisfactory evidence of identification, which was Idaho Driver 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 Trustee of the Days Cottages Condominium.

JENNIFER ROSSETTI  
COMMISSION # 20202190  
NOTARY PUBLIC  
STATE OF IDAHO  
MY COMMISSION EXPIRES 06/22/2026

*Jennifer Rossetti*  
Notary Public  
My Commission Expires: 06/22/2026

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

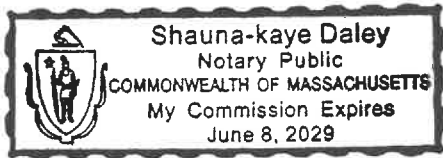
On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member of the Select Board, proved to me through satisfactory evidence of identification, which was \_\_\_\_\_ to be the person whose name is signed on the preceding or attached document, 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:

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this 8 day of JUNE, 2023, before me, the undersigned notary public, personally appeared MARCUS PEZZE, member of the Select Board, proved to me through satisfactory evidence of identification, which was DRIVER'S LICENSE 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.



A handwritten signature in black ink, appearing to read "Shauna-kaye Daley", written over a horizontal line.

Notary Public SHAUNA-KAYE DALEY  
My Commission Expires: JUNE 8, 2029

Executed as of the date and year above written.

Days Cottages Condominium

By: Marcus Pezze  
Name: marcus Pezze  
Title: Authorized Representative

TOWN OF TRURO,  
By Its Select Board

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Executed as of the date and year above written.

TOWN OF TRURO,  
By Its Select Board

\_\_\_\_\_  
Kristen Reed, Chair

\_\_\_\_\_  
Susan Areson, Vice Chair

\_\_\_\_\_  
John Dundas, Clerk

\_\_\_\_\_  
Stephanie Rein, Member

\_\_\_\_\_  
Robert Weinstein, Member

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, member of the Truro 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:

MAR 03 2020

PAID  
10110

22 units x 50 = 1,100  
+ 250  
1,350

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: 3/3/2020  
Establishment Name: Days Cottages Condominiums  
Property Address: 276 Shore Rd Truro  
Mailing Address:  
Designated representatives: Sherry Wilkinson  
Telephone:  
Email:

Unit #'s Going Year-Round: (19)

1 thru 9, 12 thru 16  
18 thru 23

Unit #'s Staying Seasonal: (3)

10, 11, 17

Property Compliance Checklist- preliminary file research

Health

22 Units (TOTAL)

- Current Title V inspection report - UPGRADE FOR STORE - NOT ASSOCIATED w/ Property
- 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 5 Trustees

May 2019

420 SF / UNIT GROSS FLOOR AREA

~ 400 SF habitable area

\* Sep water meters per unit  
NEED LETTER FROM CODY

Cottages 1-12 = system #2

24 BR

Cottages 14-23 = system #1

20 BR

22 cottages @ 2BR each

44 BR

- 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

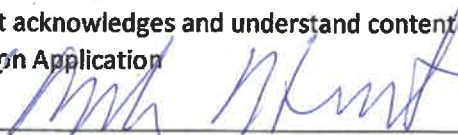
Other Staff Notes:

April 14 on-site \*

\* Evaluate heating systems

Heating season  
Sept-15 → June 15

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

 Mark Haversat 3/3/2020

Signature

print name

date

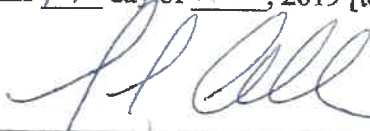
**SAMPLE VOTE [STEP 1]**

Days Cottages

At a meeting of unit owners of the ✓ 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 Days Cottages Condominium:

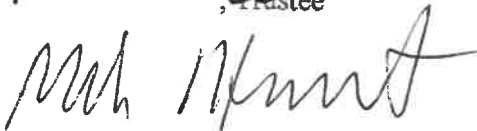
Signed this 19<sup>th</sup> day of Nov, 2019 [to be signed by all or a majority of trustees]



DAVID ALLEN, Trustee



, Trustee





# Step 2: Condominium Conversion Application

TOWN OF TRURO

Date: May 30, 2023  
Establishment Name: Days Cottages Condominium Association  
Property Address: 276 Shore Road, North Truro, MA  
Mailing Address: C/O RKM Property Management  
74 Shank Painter Road  
Provincetown, MA 02657



24 Town Hall Rd.  
PO Box 2030  
Truro, MA 02666  
Tel (508) 349-7004  
Fax (508) 349-5508

BUILDING DEPARTMENT  
TOWN OF TRURO

MAY 31 2023

RECEIVED BY:

Designated representatives: Ms. Priscilla Silva (RKM), Mr. David Allen (Condo Trustee)

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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: **22 Units 44 Bedrooms**

Unit #'s Going Year-Round: **19 cottages to go year-round (cottages 1,2,3,4,5,6,7,8,9,12,14,15,16,18,19,20,21,22,23)**

Unit #'s Staying Seasonal: **3 cottages to stay seasonal (cottages 10,11,17). Note, no cottage 13.**

Proposed number of: **19 Units 38 Bedrooms**

Applicant Signature David Allen

Date 5/30/23

signed by David Allen, Condominium Trustee on May 30, 2023

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)

D Parking plan (newly created condominiums)

approved: \_\_\_\_\_

Building Commissioner

date

6.13.23

Septic Plan (if required by Health Dept.)

NO UPGRADE REQ'D

approved: \_\_\_\_\_

Health Agent

date

6/12/2023

- Current Septic System Inspection Report **Previously submitted by RKM Management,**  
 Inspection Dec. 16, 2022 (Submitted) date 11-28-2022 year of installation inst. 2002
- Property Compliance Checklist from Step 1 - Pre Application

Comments of the Health Agent

**Town inspection held on October 12, 2022 - Issues Resolved ✓**  
**Project to lower waterline from Meter Pits to cottages completed in**  
**May 2023 ( Conservation Permit Approved). ✓**  
SEPTIC IS UP TO DATE W/ INSPECTIONS ✓

\_\_\_\_\_  
  
 Health Agent June 12, 2023  
 \_\_\_\_\_ date

Comments of the Building Commissioner

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

**Not Applicable**

\_\_\_\_\_  
  
 Building Commissioner 6-13-23  
 \_\_\_\_\_ 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

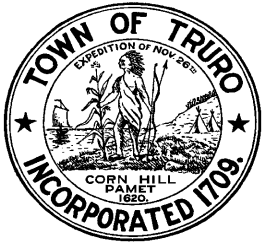
**SAMPLE VOTE [STEP 2]**

The undersigned being all of the Trustees of the Days Cottages Condominium Trust, under a Declaration of Trust dated February 11, 2008, and recorded with the Barnstable County Registry of Deeds [in **Book 22730, Page 44** 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 (listed Below).

"The owners of Units **1,2,3, 4,5,6,7,8,9, 12,14,15,16,18,19,20,21,22,23** agree to be solely responsible for undertaking and completing all required upgrades and improvements to Units **1,2,3,4,5,6,7,8,9,12,14,15,16,18,19,20,21,22,23** 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 all 22 units representing 100 % interest in the common areas and facilities, by vote dated October 2021, approved the Condominium Conversion filings for Units 1 to 23 (no unit 13)."

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]



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Health and Conservation

**REQUESTOR:** Emily Beebe, Health and Conservation Agent

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Presentation by Outer Cape Community Solutions: OUTER CAPE WELLNESS HAPPENINGS- regional public health efforts from Eastham to Provincetown

**EXPLANATION:** The Outer Cape Health Agents have been working with Outer Cape Community Solutions (OCCS) for the past year, and the collaboration has recently been awarded an ARPA grant by Barnstable County to provide a shared “Outer Cape behavioral and public health consortium”. Alex Nelson, the network coordinator of OCCS will present an overview of what health and wellness means to our community, and how our Outer Cape collaborations will help us to improve the social determinants of health.

**FINANCIAL SOURCE (IF APPLICABLE):** N/A

**IMPACT IF NOT APPROVED:** N/A

**SUGGESTED ACTION:** None

**ATTACHMENTS:**

1. Power Point from OCCS
2. Press release ARPA

# Outer Cape Wellness Happenings

Regional Public Health Efforts from Eastham to Provincetown

A large, dark blue diagonal graphic that starts from the bottom left corner and extends towards the top right corner, covering the lower half of the slide.

# Introductions

**Hillary Greenberg-Lemos** - Eastham  
Health Director

**Meredith Ballinger** - Wellfleet Health &  
Conservation Agent (interim)

**Emily Beebe** - Truro Health & Conservation  
Agent

**Lezli Rowell** - Provincetown Health  
Director

**Alex Nelson** - Outer Cape Community  
Solutions' Network Coordinator



**OUTER CAPE  
Community  
Solutions**

**Towns are “responsible for assuring access to a comprehensive set of public health services defined by state law and regulations. Massachusetts local boards of health are charged with a complex set of responsibilities including enforcement of state sanitary, environmental, housing, and health codes” - *including:***

**Business Licensing:** Food service (10), wastewater (3), refuse haulers, tanning/body art, tobacco, pools

**Septic Inspections & Sewer Planning:** Review septic inspection reports and review letters, sewer upgrades/repairs

**Permitting:** Flow review, deed restrictions, temporary food operations, etc - working with other departments (DPW, Building)

**Food service operations and trainings:** Guidance and inspections, farmers markets, provide classes like ServSafe, Choke Saver, FOG class

**Pools/Hot Tubs:** Pre-operational inspection and monthly sampling

**Public outreach (esp. on infectious diseases/pandemics):** informational web pages, press releases, public communications, writing guidance/FAQs, public hearings

**Weekly wastewater testing:** sampling, shipping, posting analysis

**Respond to complaints:** housing, hoarding, foodborne illness tracing; investigations of nuisance, dog bites, barn inspections

**Supporting other departments:** Code Compliance Officer, Harbormaster’s Dep’t, DPW, COA, FD, PD, Building, Rec, Admin

**Board of Health Meetings:** creating agendas, writing action requests, collecting updates, post-meeting follow ups, meeting posting requirements (an important conduit for the public)

*Outer Cape Community Solutions is an independent coalition of non-profit, municipal, and healthcare agencies that each contribute to improved health and wellbeing across the Outer Cape.*

## Rural Health Network

- *Funded by a HRSA (federal) grant for Rural Health Network development*
- *Funded by State Office of Rural Health (Mass DPH) focused on health equity*
- *Collaboration with other Rural Health Networks across the state*

Partners include but are not limited to:

Helping Our Women

Outer Cape Health Services

Barnstable Co. Dept Human Serv.

Lower Cape Outreach Council

ASGCC

Bay Cove

Cape Cod Children's Place

Sharing Kindness

Police Depts

Lower Cape Ambulance

Homeless Prevention Council

Cape Cod Community College



**OUTER CAPE  
Community  
Solutions**

*“Build collaborative solutions that increase health equity and improve the health and wellbeing of all Outer Cape residents through **education, advocacy, and collective action**”*



# Network Structure



## Core Team

The Core Team is charged with coordinating network's work and development, thinking strategically, and making major network decisions.



## Open Membership

Members provide feedback on network direction and actions.



## Work Groups

Work Groups are comprised of active Network Members that come together to work on designated, issue-based objectives.



OUTER CAPE  
**Community  
Solutions**

*"Build collaborative solutions that increase health equity and improve the health and wellbeing of all Outer Cape residents through **education, advocacy, and collective action**"*

# Public Health

*“the science and art of preventing disease, prolonging life and promoting health through the organized efforts and informed choices of society, organizations, public and private, communities and individuals”*

Health isn't just based on what happens at the doctor's office. It's also **everything that affects wellness, outside of clinical systems** - like whether you have a job, the safety and quality of housing or school, how easy it is for you to get around town, if you have enough food, if you feel socially connected



*Safe environment, economic stability, educational access*

# Spectrum of Health

*What it means to look “upstream”*

Health Maintenance

Crisis Response



# Spectrum of Health

What it means to look “upstream”

Safe environment, economic stability, educational access

## PROACTIVE

Social connection

Health clinics

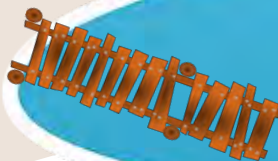
Wellness visits

## Health Maintenance



In-home health aide

1:1 Outpatient Therapy



Access to specialists

Resource Navigation

SNAP Benefits

Emergency Funds



## Crisis Response

## REACTIVE

EMS/Police Intervention

Legal counsel



# Spectrum of Resources

**Healthcare providers:** Medical appointments, chronic illness, clinical care

**EMS:** Emergency medical care, acute illness

**Police Departments:** Safety and wellness (including domestic calls, substance use)

**Boards of Health:** “Public Health” (including education, clinics, restaurants), Environmental Health

**Councils on Aging:** Resources (financial, health, social) for 60+ residents

**Libraries:** Connection, education, resources (including accessible internet, security, warmth)

**Recreation Departments:** Free & Accessible, physical activities, social connections, childcare

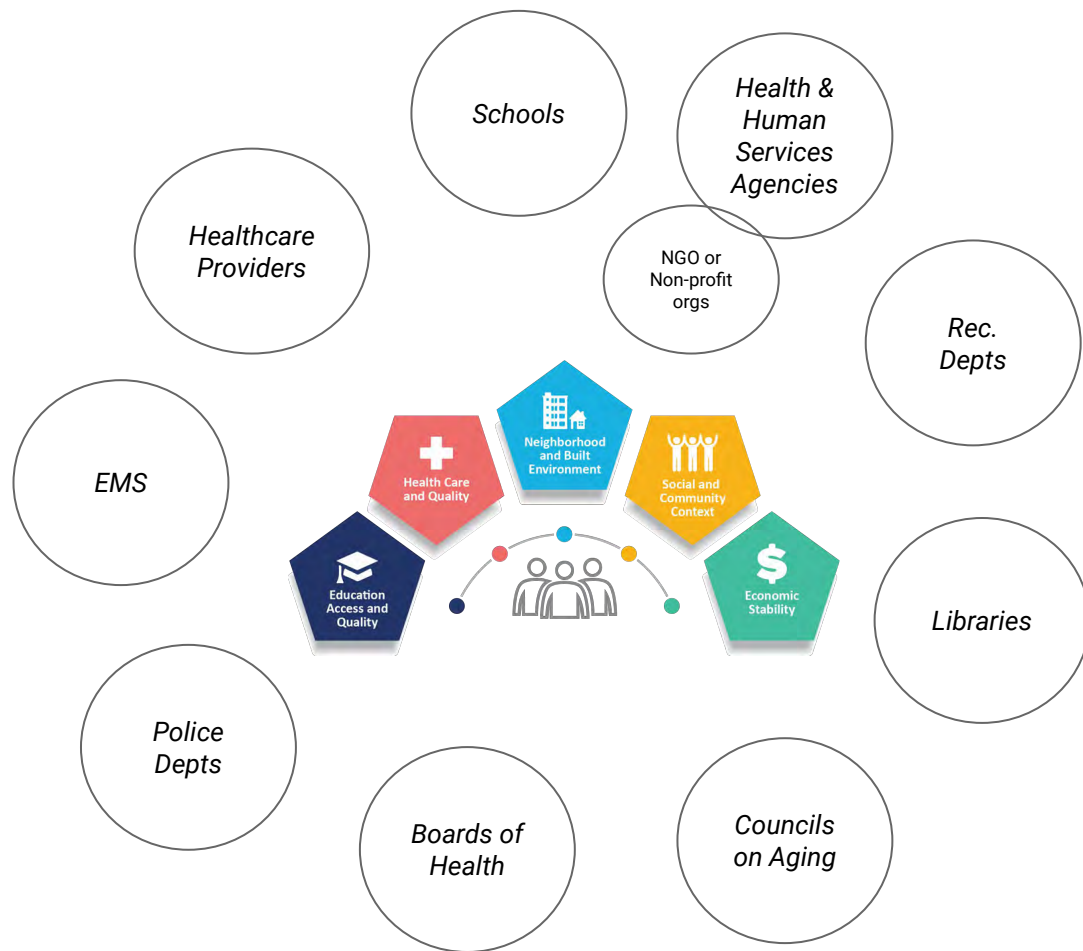
**Schools:** Free & accessible education, community, social connections

**Health and Human Services Agencies:**

- Food pantries, SNAP enrollment
- Free rides to medical appointments
- Financial resources
- Social support and connection
- Case management or resource navigation

# 360 Degrees of Public Health

We all have a part to play in public health across the Outer Cape



# Why this partnership matters

The goal of our work together is to ***break down silos and increase communication and collaboration to more effectively address the public health challenges*** experienced by residents from across the Outer Cape

OCCS has been doing this work independently with the dozens of network partners through work groups, monthly networking meetings, and coordinated programs.

**In October, OCCS & all 4 Town Health Departments signed an agreement (MOU) to officially partner on joint public health efforts.**

Through coordinating with the Town Health Agents, the goal is to create cohesive relationships **among each of the town departments** and partner on systemic solutions **across municipal and NGO agencies.**

*While it may look different from where each of us is standing, we are doing complementary work.*

***We just need to talk to each other.***

# Why Regional Outer Cape Approach Makes Sense

Barnstable County? -

15 towns, challenge of equitable distribution of resources to most rural communities (lower populations often mean less funding, distanced from resources)

Lower & Outer Cape? -

8 towns, still - the challenge of equitable distribution of resources to most rural communities (LC is still substantially closer to resources than OC)

## **Outer Cape**

Designated highest qualification of “rural” federally; similar challenges with transportation, food access, social connection, etc

***Why not each town for themselves?***



# Why Regional Outer Cape Approach Makes Sense

***We can't do it alone.***

***"A rising tide lifts all boats"***

The challenges experienced in Eastham are similar to challenges in Provincetown (rural identities)

***"Work smarter, not harder"***

*Combined resources =  
Increased capacity =  
Improved sustainability =  
Increased accessibility*

***Why not each town for themselves?***

# What we've been able to accomplish together

- **Memorandum of Understanding**
  - Shared Services & Collaboration
- **ARPA Award**
  - Multidisciplinary healthcare team: Town Nurse & LMHC
  - Strengthening Municipal Partnerships Across Departments
  - Health & Wellness Screenings
- **Winter Wednesdays Expansion**
- **COVID-19 Vaccines (Mass DPH)**
- **"Ask-A-Nurse" & Nutrition Program**
- **Mobile Unit for MAT (SUD) through CTC**
- **Regional Public Health Needs Survey**
  - Eastham's survey - *coming soon!*
- **Building partnerships between OCCS partners and the towns**

# Upcoming Projects

- **Opioid Remediation Funds Work Group**
  - Creating proposals to submit to the Selectboards for regional efforts to combat Substance Use Disorder in our communities
- **Ongoing guidance from Mass DPH:**
  - PHE grant prioritizes regional efforts and shared services (*Barnstable County*)
  - Piloting resources from a new branch of Mass DPH focused on health equity & racism
- **Transportation Work Group & Advocacy**
- **Strategizing on Food Access**

# Thank you!



**OUTER CAPE  
Community  
Solutions**



**Alex Nelson** - [info@outercapecs.org](mailto:info@outercapecs.org)

**Lezli Rowell** - [LRowell@provincetown-ma.gov](mailto:LRowell@provincetown-ma.gov)

**Emily Beebe** - [EBeeBe@truro-ma.gov](mailto:EBeeBe@truro-ma.gov)

**Meredith Ballinger** - [Meredith.Ballinger@wellfleet-ma.gov](mailto:Meredith.Ballinger@wellfleet-ma.gov)

**Hillary Greenberg-Lemos** - [HGreenberg-Lemos@eastham-ma.gov](mailto:HGreenberg-Lemos@eastham-ma.gov)



**FOR IMMEDIATE RELEASE**

***Outer Cape Towns receive Barnstable County ARPA funds for a shared behavioral and public health consortium***

**June 2, 2023 (Eastham, MA)** – The Towns of Eastham, Wellfleet, Truro, and Provincetown are pleased to announce the award of \$381,375 from Barnstable County for a shared *Outer Cape Cod Behavioral and Public Health Consortium*. This grant was made available under the American Rescue Plan Act (“ARPA”) from the United States Treasury. These funds were released to respond to the far-reaching public health and negative economic impacts of the pandemic.

The Barnstable County Board of Regional Commissioners, along with the members of the Assembly of Delegates and representatives from the U.S. Congressman Bill Keating, Senator Edward Markey, and Senator Elizabeth Warren, met this week to award \$5 million in ARPA grants to organizations across Cape Cod. The Outer Cape Cod Behavioral and Public Health Consortium was one of 110 letters of intent submitted, one of 40 invited to submit complete proposals, and one of the 20 finalists.

This initiative represents years of work and collaboration by the four-town health agents: Lezli Rowell, Town of Provincetown, Emily Beebe, Town of Truro, Hillary Greenberg-Lemos, Town of Wellfleet and Jane Crowley, Town of Eastham. The dedication of staff across the region, with the synergy of the collaboration with Outer Cape Community Solutions (OCCS), made this possible.

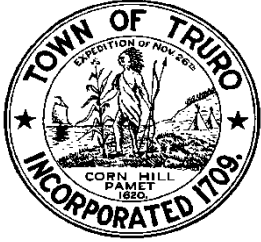
This grant will allow the four Outer Cape Towns to provide coordinated nursing, behavioral health, and other vital services, which will supplement existing services, address current gaps, and connect residents to services, to create region-wide support. This will be done through the formation of “OC Wellness”, a collaborative initiative aimed at promoting health, inclusivity, and community engagement to residents across all four towns. Look forward to more announcements from “OC Wellness” as the program takes shape.

More information on the Barnstable County ARPA Grants can be found at <https://www.capecod.gov/2023/05/31/barnstable-county-announces-5-million-in-arpa-grants/>



Jacqui Beebe, Eastham Town Manager, Hillary Greenberg-Lemos, Eastham Director of Health & Environment, Lezli Rowell, Provincetown Health Director, pictured with Local, State and Federal Representatives.

###



# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Licensing Department

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Approval of Seasonal Business License: Lodging License-American Youth Hostel Inc dba Hostelling International USA, located at 111 North Pamet Road

**EXPLANATION:** The Hostel International USA Lodging License is under the authority of the Select Board as the Local Licensing Authority.

If the Board approves this license, 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 Youth Hostel.

Mass General Law	Licenses & Permits Issued by Select Board	Names of Businesses
Chapter 140 § 23	<b>Lodging House License</b>	<b>Hostelling International USA</b>

**IMPACT IF NOT APPROVED:** The applicant will not be issued their License to operate Hostelling International USA.

**SUGGESTED ACTION:** *MOTION TO approve the 2023 seasonal Lodging House License for Hostelling International USA upon compliance with all regulations and receipt of the necessary fees.*

**ATTACHMENTS:**

1. Business Application for 2023: American Youth Hostels Inc.



# TOWN OF TRURO

PO Box 2030, Truro MA 02666  
Tel: 508-349-7004, Extension: 131 or 124 Fax: 508-349-5508

## 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).

New  Renewal/No Changes (Skip to Section 3) **NAME OF BUSINESS:** HI Truro Hostel

### 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)** \_\_\_\_\_

\_\_\_\_\_  
Print Name of Applicant Business Name

\_\_\_\_\_  
Owner Name

\_\_\_\_\_  
Street Address of Business Mailing Address of Business

\_\_\_\_\_  
Business Phone Number Business E-Mail Address

### Section 3-HOURS OF OPERATION

Annual  Seasonal Opening Date: Jul 1 2023 Closing Date: Sep 5 2023

Days of the Week Open: everyday



Check if New Manager (if checked, MUST submit Application to Name a Manager)

**Section 4-MANAGER INFORMATION**

**Name of Onsite Manager:**

Name: Catherine Clark Unit Number: Staff Room

Mailing Address: 111 N Pamet Rd. Truro, MA 02666

Phone: (24 Hour Contact): \_\_\_\_\_ Email Address \_\_\_\_\_



Manager's Signature (REQUIRED)

**Name of Offsite Manager:**

Name: Briana Santos Business Name: Hostelling International USA

Business Address: 24 E Ida B Wells Dr, Chicago, IL, 60605

Phone: (24 Hour Contact) \_\_\_\_\_ Email Address \_\_\_\_\_



Manager's Signature (REQUIRED)

**Name of Co- Manager:**

Name: N/A 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.



Signature of Applicant

Briana Santos

Print Name

6/8/23

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
- Septic System Inspection Report (submitted every 3 years)



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: American Youth Hostels, Inc.

Address: 8455 Colesville Rd. Suite 1225

City/State/Zip: Silver Spring, MD, 20910 Phone #: 240-650-2100

<p><b>Are you an employer? Check the appropriate box:</b></p> <p>1. <input checked="" type="checkbox"/> I am an employer with <u>307</u> employees (full and/or part-time).*</p> <p>2. <input type="checkbox"/> I am a sole proprietor or partnership and have no employees working for me in any capacity. [No workers' comp. insurance required]</p> <p>3. <input type="checkbox"/> 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]**</p> <p>4. <input type="checkbox"/> We are a non-profit organization, staffed by volunteers, with no employees. [No workers' comp. insurance req.]</p>	<p><b>Business Type (required):</b></p> <p>5. <input type="checkbox"/> Retail</p> <p>6. <input type="checkbox"/> Restaurant/Bar/Eating Establishment</p> <p>7. <input type="checkbox"/> Office and/or Sales (incl. real estate, auto, etc.)</p> <p>8. <input type="checkbox"/> Non-profit</p> <p>9. <input type="checkbox"/> Entertainment</p> <p>10. <input type="checkbox"/> Manufacturing</p> <p>11. <input type="checkbox"/> Health Care</p> <p>12. <input type="checkbox"/> Other _____</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

\*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: Bankers Standard Insurance Company (CHUBB)

Insurer's Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Policy # or Self-ins. Lic. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**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: \_\_\_\_\_

Phone #: \_\_\_\_\_

<i>Official use only. Do not write in this area, to be completed by city or town official.</i>	
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 #: _____

**TOWN OF TRURO**  
P.O. Box 2030, Truro, MA 02666  
**BOARD OF HEALTH**  
**Tel: 508-349-7004, Extension: 32 or 31 Fax: 508-349-5508**  
**APPENDIX A – Additional Applications & Documentation**  
Additional Documentation is required for the following:

**RESTAURANTS**

- Food Service Permit Application
- 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 if new employee or person in charge

**RETAIL FOOD SALES –**

- Permit to Sell Tobacco Application
- Food Service Permit Application if selling prepackaged commercially prepared Food

**COTTAGE COLONY, CONDOMINIUMS, MOTOR COURT, MOTEL, CAMPGROUNDS**

- Please complete section 3 of the business application. Signature is required for all approved managers (on-site and off-site) and co-managers. Section 3 may be duplicated if more than one co-manager.
- Application for Pool or Hot Tub Permit
- Application for Permit to Operate a Bathing Beach

**BAKERY, CATERERS, MANUFACTURER OF ICE CREAM, RESIDENTIAL KITCHENS**

- Food Service Application
- Copy of ServSafe Certification and Allergy Awareness if new employee or person in charge

**GAS STATIONS** – Service Station Compliance Form & Third-Party Underground Storage Tank Inspection Report (FP-289) form

**REQUIRED FOR ALL BUSINESSES**

- SMOKE DETECTOR/FIRE PROTECTION CERTIFICATION**
- IF YOU HAVE EMPLOYEES-** Workers Compensation Affidavit & Certificate of Insurance
- IF YOU DO NOT HAVE EMPLOYEES-** Workers Compensation Affidavit
- BUSINESS CERTIFICATE WITH THE CLERK'S OFFICE**

*A Business Certificate is commonly referred to as a d/b/a or "Doing Business As" form. Its purpose is primarily for consumer protection and is considered a public record. Pursuant to M.G.L. Chapter 110, section 5, a person must file a business certificate when conducting business in Truro under any title (business name) other than the real name of the individual, partnership, or corporation. (Note: Certain exemptions to filing are allowed under section 6: a corporation doing business as its true name; a legal partnership is doing business under any title which includes the true surname of any partner; certain other exemptions exist for trusts and limited partnerships.)*

**Complete the attached business application and the supporting documents and mail or submit them with the appropriate fees to:**

**TOWN OF TRURO**  
**Health Department**  
**PO Box 2030, Truro, MA 02666**



**TRURO FIRE RESCUE**  
Truro Public Safety Facility  
344 Route 6 Truro, MA 02666

**FIRE PROTECTION SYSTEMS  
ANNUAL TEST REPORT**

BUSINESS NAME: HI Truro

OWNER/MANAGER: Hostelling International USA (American Youth Hostels Inc)

ADDRESS: 111 N Pamet Rd Truro, MA. 02666

PHONE : \_\_\_\_\_ NUMBER OF UNITS: 7

CONTACT PERSON: Catherine Clark

ADDRESS: 111 N Pamet Rd Truro, MA. 02666

TESTING COMPANY: Fire Equipment Incorporated

TESTING ELECTRICIAN/TECHNICIAN: Timothy Cabral

COMPANY PHONE #: 508-775-3473 HOME PHONE #: \_\_\_\_\_

LICENSE #: CR-000017

The fire protection system (s) including, but not limited to, (Sprinkler Systems) (Range Hood Systems) (Fire Extinguishers) (Type I II III Fire Alarm Systems) (C.O. Detectors) at the above mentioned business address, were tested, (CERTIFIED) the add parts of the systems, were found to be, or corrected to be, fully operational.

COMMENTS: see attached

DATE OF CERTIFICATION: Apr 7 2023 BY: see attached

Signature of Licensed Electrician

**THIS REPORT MUST BE FILLED OUT AND SUBMITTED, PRIOR TO THE ISSUANCE OF,  
OR RENEWAL OF A LICENSE TO OPERATE WITHIN THE TOWN OF TRURO.**



**FIRE EQUIPMENT**  
INCORPORATED

# Fire Alarm Inspection Certificate

*For*

Need Academy  
111 North Pamet Road  
Truro, MA 02666

Tested to NFPA Standards

*This Inspection was performed in accordance with NFPA 72 Standards. The subsequent pages of this report provide performance measurements, listed ranges of acceptable results, and complete documentation of the inspection. Whenever discrepancies exist between acceptable performance standards and actual test results, notes and/or recommended solutions have been proposed or provided for immediate review and approval.*

*Inspection Date:*  
4/7/2023

*Inspector Name: Timothy Cabral - T5*  
*Title: Service Technician*



# FIRE EQUIPMENT INCORPORATED

## Report of Inspection, Testing & Maintenance of Fire Alarms

Firm: Fire Equipment Inc.	Inspection Contract#: Need Academy - Child - Annual - 526 - Fire Alarm Inspection	
Property Name: Need Academy	Street: 111 North Pamet Road	City/State/Zip: Truro, MA 02666
Inspection Frequency: Annual	Inspector Name: Timothy Cabral - T5	Date: 04/07/2023
Installed Product: FA 00097252	Product Name: Fire Alarm System	Equipment Location: entrance

### NOTIFICATIONS MADE PRIOR TO TESTING

Monitoring organization for this equipment::	
Entity to which alarms are retransmitted:	Cape Cod Alarm
Account or Masterbox #:	
System in Service before inspection:	Yes
Type of System or Service:	Fire Alarm System (non-voice)
Control Unit Manufacturer:	Silent Knight
Control Unit Model Number:	SK-5208
<b>Primary Power</b>	
Input voltage of control panel:	120
Control panel amps:	3
<b>Batteries</b>	
Location:	In panel
Type:	SLA
Nominal voltage:	12
Amp/hour rating:	7
Battery Date:	02/10/2019
<b>Location and Description of Annunciator:</b>	N/A
Monitoring organization Contact:	Cape Cod Alarm Date: 04/07/2023
Building management Contact:	Management Date: 04/07/2023
Building occupants Contact:	Management Date: 04/07/2023
Authority having jurisdiction Contact:	Truro Fire Department Date: 04/07/2023
Other, if required Contact:	Date:

### TESTING RESULTS

Control Unit and Related Equipment Description		Comments
Control Unit	Functional Test	
Lamps/LEDs/LCDs	Functional Test	
Trouble Signals	Functional Test	
Disconnect switches	N/A	
Ground-fault monitoring	Functional Test	
Supervision	Functional Test	
Local annunciator	N/A	



# FIRE EQUIPMENT INCORPORATED

Remote annunciators	N/A	
Other (specify)	N/A	

## Control Unit Power Supplies Description

### Comments

120-volt power	Functional Test	
Battery Condition	Functional Test	
Discharge test	Functional Test	
Charger test	Functional Test	
Other (specify)	N/A	

## Monitored Systems

### Description

### Comments

Engine-driven generator	N/A	
Fire pump	N/A	
Special suppression systems	N/A	
Other (specify)	N/A	

## Auxiliary Functions

### Description

### Comments

Door-releasing devices	N/A	
Door unlocking	N/A	
Elevator recall	N/A	
Other (specify)	N/A	

## NOTIFICATIONS THAT TESTING IS COMPLETE

Monitoring organization Contact:	Cape Cod Alarm	Date: 04/07/2023
Building management Contact:	Management	Date:
Building occupants Contact:	Management	Date:
Authority having jurisdiction Contact:	Truro Fire Department	Date:
Other, if required Contact:		Date:

## SYSTEM RESTORED TO NORMAL OPERATION

Date: 04/07/2023

### Inspector Certification:

This system, as specified herein, has been inspected and tested according to all NFPA standards cited herein.

Printed name : Timothy Cabral

Date: 04/07/2023

Organization: Fire Equipment

Title: Fire Alarm Technician

**COMMENTS:** Tested AVs and they worked normally.



# FIRE EQUIPMENT INCORPORATED

## DEVICE SHEET

Devices for Product: FA 00097252					
Device Type	Manufacturer	Model	Address	Location	Test Results
Pull Station	FCI	MS-2		Basement back hallway	Pass
Pull Station	FCI	MS-2		Basement bedroom west	Pass
Pull Station	FCI	MS-2		Basement bedroom east	Pass
Pull Station	FCI	MS-2		Basement north exit	Pass
Heat Detector	System Sensor	5601P		Second floor bedroom middle	Pass
Heat Detector	System Sensor	5601P		Second floor bedroom NW	Pass
Pull Station	FCI	MS-2		First floor kitchen exit	Pass
Pull Station	FCI	MS-2		Second floor SE bedroom emergency exit	Pass
Heat Detector	System Sensor	5601P		Basement bedroom west	Pass
Heat Detector	System Sensor	5601P		Basement laundry	Pass
Heat Detector	System Sensor	5601P		First floor kitchen	Pass
Pull Station	FCI	MS-2		First floor living room exit	Pass
Pull Station	FCI	MS-2		Second floor stairway	Pass
Heat Detector	System Sensor	5601P		Basement food closet	Pass
Heat Detector	System Sensor	5601P		Basement bathroom	Pass
Heat Detector	System Sensor	5601P		Basement bedroom east	Pass
Heat Detector	System Sensor	5601P		Basement bathroom hallway	Pass
Heat Detector	System Sensor	5601P		Second floor bedroom SE	Pass
Heat Detector	System Sensor	5601P		Second floor bathroom NE	Pass
Heat Detector	System Sensor	5601P		Basement furnace	Pass
Heat Detector	System Sensor	5601P		First floor kitchen	Pass
Heat Detector	System Sensor	5601P		Basement tank room	Pass
Heat Detector	System Sensor	5601P		Basement north exit	Pass
Heat Detector	System Sensor	5601P		Basement north exit stairway	Pass
Heat Detector	System Sensor	5601P		First floor living room	Pass
Heat Detector	System Sensor	5601P		First floor living room	Pass
Heat Detector	System Sensor	5601P		First floor kitchen	Pass
Heat Detector	System Sensor	5601P		First floor living room	Pass
Heat Detector	System Sensor	5601P		First floor office bath	Pass





# FIRE EQUIPMENT INCORPORATED

Heat Detector	System Sensor	5601P		First floor living room	Pass
Heat Detector	System Sensor	5601P		Second floor bedroom NE	Pass
Heat Detector	System Sensor	5601P		Attic	Pass
Heat Detector	System Sensor	5601P		First floor bedroom	Pass
Heat Detector	System Sensor	5601P		Second floor bedroom SW	Pass
Heat Detector	System Sensor	5601P		Attic	Pass
Photoelectric Smoke	System Sensor	2151		First floor bedroom closet	Pass
Heat Detector	System Sensor	5601P		Second floor bathroom Middle	Pass
Photoelectric Smoke	System Sensor	2151		First floor bedroom	Pass
Photoelectric Smoke	System Sensor	2151		Basement stairway	Pass
Photoelectric Smoke	System Sensor	2151		Basement hallway	Pass
Photoelectric Smoke	System Sensor	2151		Second floor bedroom NW closet	Pass
Photoelectric Smoke	System Sensor	2151		Basement laundry	Pass
Photoelectric Smoke	System Sensor	2151		First floor coat closet	Pass
Photoelectric Smoke	System Sensor	2151		Second floor bedroom NE closet	Pass
Photoelectric Smoke	System Sensor	2151		Second floor stairway	Pass
Photoelectric Smoke	System Sensor	2151		Second floor hallway	Pass

Office of Town Clerk  
 Treasurer - Tax Collector  
 PAID \$10.00  
 MAY 26 2021  
 Received TOWN OF TRURO  
 By *Mally Stecker*

BUSINESS CERTIFICATE

The Commonwealth of Massachusetts

Town of Truro

May 20, 2021

In conformity with the provisions of Chapter one hundred and ten, Section five of the General Laws, as amended, the undersigned hereby declare(s) that a business under the title of HI Truro Hostel (American Youth Hostels, Inc. dba Hostelling International USA)

is conducted at  
 Number 111 N. Pamet Rd. Street  
 Truro  
 CITY OR TOWN

by the following named persons.

FULL NAME	RESIDENCE
Aaron Chaffee	414 N Pitt. St. Alexandria, VA 22314
as VP of American Youth Hostels, Inc.	8455 Colesville Rd, STE 1225 Silver Spring, MD 20910

Signed *Aaron Chaffee* 5/20/21  
 (SIGNATURE)

(SIGNATURE)  
 (SIGNATURE)

The Commonwealth of Massachusetts

YOSEF HAMD  
 NOTARY PUBLIC  
 REG. # 779928  
 COMMONWEALTH OF MASSACHUSETTS  
 MY COMMISSION EXPIRES 10/31/2022

ss. \_\_\_\_\_, 2021

before me the above-named *Aaron Chaffee*  
*[Signature]*

and made oath that the foregoing statement is true.

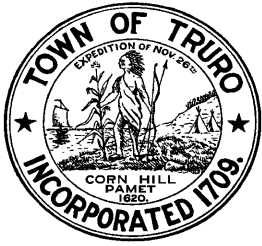
A certificate issued in accordance with this section shall be in force and effect for four years from the date of issue and shall be renewed each four years thereafter so long as such business shall be conducted and shall lapse and be void unless so renewed.

Expiration Date \_\_\_\_\_

(Seal)

TITLE





# TOWN OF TRURO

## Select Board Agenda Item

**DEPARTMENT:** Administration

**REQUESTOR:** Nicole Tudor, Executive Assistant

**REQUESTED MEETING DATE:** June 29, 2023

**ITEM:** Cape Cod Chamber Bike Ride (September 17<sup>th</sup>) MADOT Event Notification Request Form Approval

**EXPLANATION:** The Cape Cod Chamber is holding its second summer charity ride benefiting 17 local non-profits on Cape Cod. The ride will have upwards of 400 riders, and the route will pass through Truro with a rest stop at Noons Landing on Beach Point. Both the Use of Town Property and the Application for a Bike and Road Race have been approved by pertinent department heads.

**FINANCIAL SOURCE (IF APPLICABLE):** The Chamber is responsible for covering police detail.

**IMPACT IF NOT APPROVED:** There will be no approved access for the riders through Truro.

**SUGGESTED ACTION:** *MOTION TO approve* the MADOT Event Notification form for the Cape Cod Chamber Summer Cycle Event being held September 17, 2023.

**ATTACHMENTS:**

1. Cape Cod Chamber Application packet

# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666  
Tel: (508) 349-7004 Fax: (508) 349-5505

RCUD 2023 MAY 15 AM 09:54  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO

## APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: Golden Summer Enterprises Email: [REDACTED]

Group Affiliation (If Any): Cape Cod Chamber of Commerce

Mailing Address: 5 Patti Page Way City: Centerville State: MA Zip: 02632

Phone: 508-280-7903 Cell Phone: [REDACTED]

Type of Activity (Please be specific as to number of persons, equipment to be used (if any), whether food or beverages will be served, parking arrangements, etc.):

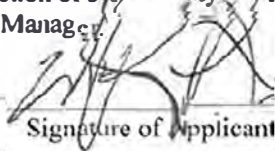
Information for Special Summer Public Events: See above and enter full name to be displayed in the name of the event. The event may last up to 250 hours. The activities will last 1 year.

Town Property to be Used: Noons Landing-town property

Date(s) and Hours of Use: September 17, 2023, from 10:30 until 3:30 Day: 1

**Applicant is responsible for obtaining all necessary permits and inspections (see page 2)**

I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Town Manager.

  
Signature of Applicant

May 10, 2023

Date

Action by the Town Manager: \_\_\_\_\_ Date: \_\_\_\_\_

Approved as submitted

Approved with the following condition(s): \_\_\_\_\_

Disapproved with the following reason(s): \_\_\_\_\_

Signature of the Town Manager: \_\_\_\_\_

# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666  
Tel: (508) 349-7004 Fax: (508) 349-5505

## APPLICATION FOR PERMIT TO USE TOWN-OWNED PROPERTY

Applicant: Golden Summer Enterprises Email: [REDACTED]

Group Affiliation (If Any): Cape Cod Chamber of Commerce

Mailing Address: 5 Patti Page Way City: Centerville State: MA Zip: 02632

Phone: [REDACTED] Cell Phone: [REDACTED]

Type of Activity (Please be specific as to number of persons, equipment to be used (if any), whether food or beverages will be served, parking arrangements, etc.):

Water stop for Second Summer Cycle-A table, two chairs and water and cups to be dispensed to for actors of the event. The event may have up to 400 idlers. The volunteers will have 2 cars.

Town Property to be Used: Noons Landing-town property

Date(s) and Hours of Use: September 17, 2023, from 10:30 until 3:30 Day: 1

**Applicant is responsible for obtaining all necessary permits and inspections (see page 2)**

I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity. A fee of \$50.00 is to be submitted to the Town upon approval of the application by the Town Manager.

[Signature]  
Signature of Applicant

May 10, 2023  
Date

Action by the Town Manager:

Date: 6/27/2023

Approved as submitted

Approved with the following condition(s): Staff conditions

Disapproved with the following reason(s): \_\_\_\_\_

Signature of the Town Manager: Dak 2

**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

**Health/Conservation Signature:**

*E. B. Baker*  
\_\_\_\_\_  
Comments/Conditions:

Permits/Inspections needed:

**Building Commissioner Signature:**

\_\_\_\_\_  
Comments/Conditions:

Permits/Inspections needed:

**Police Department Signature:**

*[Signature]*  
\_\_\_\_\_  
Comments/Conditions:

**Fire Department Signature:**

*[Signature]*  
\_\_\_\_\_  
Comments/Conditions:

**DPW Signature:**

*[Signature]*  
\_\_\_\_\_  
Comments/Conditions:

**Harbormaster Signature:**

\_\_\_\_\_  
Comments/Conditions:

**Recreation & Beach Signature:**

*Damion Clementa*  
\_\_\_\_\_

Comments/Conditions:  
Defer to DPW for lot use.  
Defer to Health/  
Conservation for  
environmental issues

**Library Signature:**

\_\_\_\_\_  
Comments/Conditions:

RCVD 2023MAY3 PM3:49  
ADMINISTRATIVE OFFICE  
TOWN OF TRURO



# TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666  
Tel: 508-349-7004 , Extension: 110 or 124 Fax: 508-349-5505

## APPLICATION FOR PERMIT FOR ORGANIZED BIKE & ROAD RACES

Applicant: Golden Summer Enterprises Email: [REDACTED]

Group Affiliation (If Any): Cape Cod Chamber of Commerce

Mailing Address: 5 Patti Page Way City: Cenyterville State: MA Zip: 02632

Phone: 508-280-7903 Cell Phone: [REDACTED]

Type of Event (Please be specific as to number of persons, equipment to be used (if any), whether food or beverages will be served, parking arrangements, etc.):  
Cycling with approximately 400 riders with a water stop location pending.

Streets &/or Roads to be Used:

See Map

Date(s) and Hours Race/Event: 11:00 a.m. to 3:00 p.m. Day: Septemeber 17, 2023

**Applicant is responsible for obtaining all necessary permits and inspections (see page 2)**  
**If Town Beaches are being used the Use of Town Property MUST be completed in addition to this application.**  
I, as applicant for the above, do hereby acknowledge that the town is exempt from any liability for this activity. I, as applicant for the above, additionally guarantee that the area to be used will be cleaned and left free of any debris at the completion of said activity.

[Signature]  
Signature of Applicant

May 3, 2023  
Date

Action by the Town Manager :

Date: \_\_\_\_\_

Approved as submitted

Approved with the following condition(s): \_\_\_\_\_

Disapproved with the following reason(s): \_\_\_\_\_

Signature of the Town Manager : \_\_\_\_\_



**APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS & INSPECTIONS**

**Health/Conservation Agent Signature:**

*[Handwritten Signature]*

Comments/Conditions:

*[Handwritten mark]*

Permits/Inspections needed:

**Building Commissioner Signature:**

Comments/Conditions:

Permits/Inspections needed:

**Police Department Signature:**

*[Handwritten Signature]*

Comments/Conditions:

*Detail officers (2) traffic*

**Fire Department Signature:**

*[Handwritten Signature]*

Comments/Conditions:

**DPW Signature:**

*[Handwritten Signature]*

Comments/Conditions:

**Harbormaster Signature:**

Comments/Conditions:

**Recreation and Beach Director:**

Comments/Conditions:

**Other:**

Comments/Conditions:

# EVENT NOTIFICATION FORM

Date: \_\_\_\_\_

Ms. Mary-Joe Perry  
District Highway Director, District Five  
MassDOT, Highway Division  
1000 County Street  
Taunton, MA 02780

Dear Sir:

Please be advised that the Grantee(s) of this Event \_\_\_\_\_ has notified the Board of Selectmen/City Council, Local Police Department, Local Fire Department and if applicable the State Police of its intention to conduct **road work/parade/race/ride** or other events impacting State Highways on Route(s) \_\_\_\_\_ in or through the City/Town(s) of \_\_\_\_\_ benefiting \_\_\_\_\_

The Grantee(s) of this Event understands that it must give the Police and Fire Departments at least 48 hours notice before the commencement of the proposed event.

The Grantee(s) must supply a Traffic Management Plan when the roadway is occupied and for all detours associated with said events to this Department and to all officials listed below. The Grantee(s) must notify the local and/or state police to set up a detour of this area with appropriate signs and barricades. The local Fire Department must be notified of the detour to ensure that measures will be taken to minimize disruption to the Fire Department's emergency service during the event. The Grantee(s) must also notify local media (newspapers, radio) of this proposed event.

The following signatures are required prior to the issuance of the Permit.

## LOCAL POLICE DEPARTMENT

Signed: \_\_\_\_\_  
Title: Chief  
City/Town: Taunton

## FIRE DEPARTMENT

Signed: \_\_\_\_\_  
Title: Fire Chief  
City/Town: Taunton

## BOARD OF SELECTMEN/CITY COUNCIL

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
City/Town: \_\_\_\_\_

## STATE POLICE DEPARTMENT

Signed: \_\_\_\_\_  
Title: \_\_\_\_\_  
City/Town: \_\_\_\_\_

## **Event starting locations**

**We have three different locations to gather and start the events:**

- 1. Mashpee: For the Century Rides, Mashpee Commons-22 Steeple Street, Mashpee, MA, 02649-gathering and parking at the Mashpee Public Library**
- 2. Sandwich: For the Metric Century Plus rides, Heritage Museum and Gardens, 67 Grove Street, Sandwich, MA02563**
- 3. Orleans: For the 30-mile plus ride, Orleans Senior Center, 150 Rock Harbor Road, Orleans, MA 02653**

The maps for all of these events are on the Event Notes Page

**If you wish to strictly donate, go to the Event Notes at the bottom of the registration section, click on show all notes and go to the Hyperlink for the non-profit (Beneficiary) you wish to donate to. if there is a particular rider, click on the non-profit (Beneficiary) they are riding for and the link will take you to the non-profit (Beneficiary) and you can then choose that rider.**

## **Event Notes**

### **Cape Cod Second Summer Cycle**

#### **A Charity Ride**

An exciting new event. A ride covering 11 of the 15 towns on Cape Cod benefiting more than 17 local non-profits on Cape Cod. Three distances in the event: A Century, A Metric Century Plus, and a 30 mile Plus. With a major celebration at Motta Field in Provincetown. As part of your registration fee you will receive \$30 in tickets to be used at least at 4 different food trucks (your choice). Barnstable Brewing will be there for those that want a cool beverage after, with Second Summer Cycle Cans as memorabilia. You don't want to miss it!!!

**When: September 17, 2023**

**Where:** The Century starts in Mashpee, The Metric Century in Sandwich and the 30 Mile Plus in Orleans. All of the rides end in the outer Cape at the same spot with a major celebration at Motta Field.

**Links for the rides maps are as follows: They are all in the approval process.**

- **Fast Route:** <https://ridewithgps.com/routes/42248598>
- **Almost a Century with rail trail:** <https://ridewithgps.com/routes/42146952>
- **Metric Century plus with rail trail:** <https://ridewithgps.com/routes/42240007>
- **30 Mile Plus:** <https://ridewithgps.com/routes/41645332>

**There is also going to be a fast group of up to 50 riders who can average 20 miles per hour that will do the Century. They will start 10 minutes before the main group of riders for the Century.**

**By Whom:** Hosted by the Cape Cod Chamber of Commerce, with We Can and Golden Summer Enterprises.

**The goal is to provide the safest most enjoyable ride on Cape Cod.**

**Benefits:** All money raised by the riders will be paid directly to the beneficiaries. Riders are expected to raise \$250.00 each, each team is expected to raise \$5,000.00.

**Teams:** WE CAN; Youth Athletic Foundation (YAF); Cotuit Center for the Arts; YMCA; Community Connections, Inc; Cape Symphony; Calmer Choice; Cape Cod Children's Place/Sharing Kindness; Cape Wellness Collaborative; CCYP; Champ Homes; Cultural Center of Cape Cod; Duffy Health Center; Latham Centers; Love Live Local; and Cape and Islands United Way

**Pricing:**

- **Century Fast Group:** \$120.00 until April 1, then \$130.00 (Limited to 50 riders)
- **Century:** \$120.00 until April 1, then \$130.00
- **Metric Century:** \$90.00 until April 1, then \$100.00
- **30 Mile Ride:** \$60.00 until April 1, then \$70.00

**Return to the starts:** Bus transportation will be provided back to the starts along with trailers for your bikes. If you wish you can have someone meet you at the finish and they can buy tickets to be used at the Motta Field and join you in the celebration.

**Water and food stops:** There will be water and food stops every fifteen miles or so.

**Marshalls:** We will have marshals at every turn.

**Support services:** We will have bicycle shops providing Sag services along the whole course.

**Motorcycle Patrol:** We will have motor cyclists patrolling the whole course.

**Medical Support:** We will have medical support at all water stops.

Come join us for a great ride, a great day and great fun. A good friend of mine says it is worth training for - beautiful scenery, a great route, a great after party and benefits a lot of great non-profits. A must do!









**Overview Map of Truro between Saltys and Beach Point. There are no other Town owned lots north of these. Town owed lots are the green points. Zoomed in maps are then below.**





**Overview Map of Truro between Saltys and Beach Point. There are no other Town owned lots north of these. Town owed lots are the green points. Zoomed in maps are then below.**



## Consent Agenda Item: 8C

Select Board Meeting Minutes

May 10, 2023, Regular Meeting

Via GoToMeeting Platform

Select Board Members Present: Kristen Reed-Chair, Susan Areson-Vice Chair, John Dundas-Clerk, Robert Weinstein-Member, Stephanie Rein-Member

Select Board Members Absent: None

Others Present: Darrin Tangeman-Town Manager, Kelly Clark-Assistant Town Manager, Fire Chief Tim Collins, DPW Director Jarrod Cabral, Damion Clements-Community Services Director, Austin Smith-Recreation & Beach Deputy Director, Emily Beebe-Health and Conservation Agent, Marissa Jackson-Eversource Energy, Derrick Duquette-Town Employee, Lucas Tourgee-Town Employee, Georgette Ducey-Town Employee, Chris Lucy-Truro Voter, Kevin Grunwald-Truro Voter, Elizabeth Cook-Truro Voter, Mara Glatzel-Truro Voter, Kate Blehm-Truro Voter, Jeffrey Arnstein-Truro Resident and Trustee

Chair Reed called the meeting to order at 5:00 pm. Chair Reed introduced the Members and Town staff present.

### **PUBLIC COMMENT**

Chair Reed recognized Member Rein who commented on the recent passing of Peter Thrasher who worked at the Truro Public Library. Member Rein asked for a moment of silence, and it was observed.

Chair Reed welcomed members of the public to offer comments and the following individuals did:

DPW Director Cabral requested that an update on the DPW Cost Analysis be added to the next Select Board meeting's agenda.

Mr. Lucy commented that the DPW Facility location has still not been determined and this costs the Town approximately \$200,000 per month in additional costs.

Mr. Grunwald commented that the Council on Aging was not open on Mondays but open for special occasions such as yoga and other activities. Mr. Grunwald noted that this situation denies direct access for three straight days to the fragile population in Truro. Community Services Director Clements responded to Mr. Grunwald and clarified that the building is closed to the public but that the staff is working and accessible by telephone and email on Mondays.

Chair Reed announced that the Select Board had voted unanimously, 5-0-0, to approve the Memorandum of Agreement between Truro and Truro Firefighters Local 5281 and to authorize the Town Manager to sign the Memorandum of Agreement and the Collective Bargaining Agreement.

Chair Reed recognized Mr. Lucy who inquired about a recount for the recent election and Town Manager Tangeman responded by providing detailed information as to the process for a petitioner to request a recount.

**PUBLIC HEARING**

A. Eversource Energy-22 Highland Road  
Presenter: Marissa Jackson, Right of Way Agent, Eversource Energy

Chair Reed opened the hearing and then recognized Ms. Jackson who said that Eversource is proposing the installation of 220' of conduit under Highland Road to support a new community development project for the Town. There were no questions or comments from the Members or the members of the public.

**Vice Chair Weinstein made a motion to close the hearing in the matter of 22 Highland Road.  
Member Dundas seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein – Aye**

**Member Dundas – Aye**

**Member Areson - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

**Chair Reed made a motion to approve the petition for 22 Highland Road and authorize the Select Board to sign the Form of Order electronically.**

**Member Dundas seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein – Aye**

**Member Dundas – Aye**

**Member Areson - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

**INTRODUCTION TO NEW EMPLOYEES**

A. Fire and Rescue Department: Derrick Duquette (Firefighter-Paramedic) and Lucas Tourgee (Firefighter/EMT)

B. Council on Aging: Georgette Ducey (Outreach and Resource Coordinator)

Chair Reed recognized Chief Collins and Community Services Director Clements who introduced the Town's new employees for the respective departments. The new employees introduced themselves to the Members and the Truro community. Members welcomed the new employees.

**BOARD/COMMITTEE/COMMISSION APPOINTMENTS**

None

**STAFF/COMMITTEE UPDATES**

A. Staff Update on 25 South Highland Road  
Presenter: Jarrod Cabral, DPW Director

Chair Reed recognized DPW Director Cabral who provided an update on 25 South Highland Road. DPW Director Cabral also provided a timeline for the project, anticipated dates for the project's contract awards, start of the project, total cost of the project, access to potential grant monies to reduce the overall cost, and briefly reviewed the Site Plan. DPW Director Cabral added that he reviewed the Site Plan as well by Town Planner/Land Use Counsel Barbara Carboni, Town Manager Tangeman, Assistant Town Manager Clark, and Health and Conservation Agent Emily Beebe.

DPW Director Cabral and Members briefly discussed the cost of the renovations for the cottages. Members had no other comments or questions.

**TABLED ITEMS**

None

**SELECT BOARD ACTION**

A. Election of Select Board Officers (Chair, Vice-Chair, and Clerk) Presenter: Kristen Reed, Chair

Chair Reed led the discussion among Members for nominations for these positions.

**Member Areson made a motion to approve Kristen Reed as Chair of the Select Board.**

**Member Dundas seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein – Aye**

**Member Dundas – Aye**

**Member Areson - Aye**

**Member Rein - Aye**

**Chair Reed – Abstained**

**So voted, 4-0-1, motion carries.**

**Member Dundas made a motion to approve Susan Areson as Vice Chair of the Select Board.**

**Vice Chair Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein – Aye**

**Member Dundas – Aye**

**Member Areson - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

**Member Rein made a motion to approve John Dundas as Clerk of the Select Board.**

**Vice Chair Areson seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson – Aye**

**Member Dundas – Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

B. Review and Approve Select Board Liaison List Presenter: Kristen Reed, Chair

Chair Reed led the discussion among the Members individually as to which assignments they would want to retain, relinquish, or assume.

**Member Dundas made a motion to approve the revised list of liaison assignments.**

**Vice Chair Areson seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson – Aye**

**Member Dundas – Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

C. Discussion and Possible Vote to Change Summer Recreation Fees Presenter: Damion Clements, Director of Community Services

Chair Reed recognized Community Services Director Clements who provided an overview of this matter. Community Services Director Clements also requested a change to the Summer Recreation Fees which have not changed since 2017 and reduce the current 3-tier (resident, Outer Cape resident, and non-resident) eligibility guidelines to 2-tier (resident and non-resident) eligibility guidelines.

Community Services Director Clements and Members discussed the following highlighted topics: Truro fees compared to other Outer Cape towns, staffing for summer programs, multi-child discounts compared to Provincetown's discounts, no signing bonuses for seasonal staff this year, afternoon activities are covered by the Recreation Revolving Account, future discussion to explore afternoon activities being funded in the budget for FY24.

Chair Reed invited members of the public to comment on this agenda item and Chair Reed recognized Ms. Cook and Ms. Glatzel who provided comments on this agenda item stating that Provincetown's summer recreation program is less expensive and included more days. Ms. Glatzel also noted that information regarding fees from Beach & Recreation has not yet been received. Chair Reed gave Community Services Director Clements the opportunity to reply and Community Services Director Clements did. Members expressed frustration that they felt "boxed in" in deciding tonight.

Chair Reed recognized Ms. Blehm who commented that the Provincetown program was roughly \$600 less than Truro's and included more days. Ms. Blehm also noted that the communication the Provincetown staff to Truro parents was excellent.

**Vice Chair Areson made a motion to approve the Recreation Program fee changes as proposed.**

**Member Dundas seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson – Aye**

**Member Dundas – Aye**

**Member Weinstein - Aye**

**Member Rein - Abstained**

**Chair Reed – Aye**

**So voted, 4-0-1, motion carries.**

D. Vote to Enter into Contract Agreement with the Dennis Group Re: 25 South Highland Rd Presenter: Jarrod Cabral, DPW Director

Chair Reed recognized DPW Director Cabral who provided a summary of the bid process and a review of the bid from the Dennis Group for this public works matter. There were no questions or comments from the Members.

**Member Weinstein made a motion to authorize the Town Manager to enter into and sign the contract with the Dennis Group.**

**Member Dundas seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson – Aye**

**Member Dundas – Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

E. Approval of Year-Round Condominium Conversion of Seaside Inn on Cape Cod Bay Presenter: Emily Beebe, Health and Conservation Agent

Chair Reed recognized Health and Conservation Agent Beebe who provided a brief review of this matter and introduced Mr. Arnstein who helped Town staff on this matter.

**Member Rein made a motion to approve the year-round use and removal of the seasonal covenant for A Seaside Inn on Cape Cod Bay Condominium.**

**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson – Aye**

**Member Dundas – Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

F. Discussion, Call for, and Possible Approval of Date for Special Town Meeting (Fall 2023) Presenter: Darrin Tangeman, Town Manager



## Consent Agenda Item: 8C

Chair Reed led the discussion with Members on what dates would be better suited for the fall Special Town Meeting and to discuss at a future Select Board meeting the possibility of holding this meeting on a Saturday to get better attendance. Assistant Town Manager Clark noted that the Charter provided the Select Board with more flexibility on selecting a date for the Special Town Meeting.

Chair Reed and Members focused on dates in October with a preference for October 21, 2023, or October 28, 2023, with a 5 pm arrival time and a start time of 6 pm.

Chair Reed announced that the Members would vote on the date at the next meeting so there was no vote. Members were hopeful that more constituents would voice their preference for a date.

### **CONSENT AGENDA**

A. Review/Approve and Authorize Signature:

1. Weekday Entertainment License-Sustainable Cape (Truro Farmers' Market)
2. 7-Day Entertainment License-Payomet Performing Arts Center
3. Net Metering Agreement-Determination Letter

B. Review and Approve Appointment Renewals: Noelle Scoullar and Elizabeth Sturdy to Board of Registrars

C. Review and Approve 2023 Seasonal Business Licenses: Terra Luna and Blackfish Restaurant-Common Victualer, Lewis Brothers' Ice Cream-Hawker Peddler

D. Review and Approve Non-Union Cost of Living Adjustment

E. Review and Approve Select Board Minutes: Regular Meeting Minutes of 3.14.2023 and 3.21.2023

Prior to the vote to approve the Consent Agenda, Member Rein announced that she was not present at the Select Board meeting on February 28, 2023, and so Member Rein will abstain from that vote.

**Vice Chair Areson made a motion to approve the Consent Agenda as printed in the packet minus Member Rein's recusal from the vote on the entertainment license on the Truro Farmers' Market as well as corrections of the minutes of 3.14.2023 and 3.21.2023.**

**Member Dundas seconded the motion.**

**Roll Call Vote:**

**Vice Chair Areson – Aye**

**Member Dundas – Aye**

**Member Weinstein - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

### **SELECT BOARD REPORTS/COMMENTS**

Member Weinstein stated that the Department of the Interior has started tearing down houses within the Seashore District. Member Weinstein wanted to make the public aware of this as he was troubled by what the federal government is doing. Member Weinstein voiced concerns over the current housing shortage in Truro and yet the federal government was now tearing down houses which previously housed workers. Member Weinstein concluded that he was disheartened by the number of cans and bottles littering the Seashore District and the littering had increased over recent days.

## Consent Agenda Item: 8C

Member Rein thanked the community for the large turnout at the Annual Town Meeting and at yesterday's election. Member Rein added that none of this would be possible without the hard work of Town staff and the community volunteers.

Member Dundas agreed with Member Rein's comments and reminded all of those serving on a board or committee to complete the annual cybersecurity training as it was emailed to those individuals. Member Dundas was pleased to announce that the *New England Hockey Journal* had named Nauset sophomore Logan Poulin, of Truro, as the Division 3 Player of the Year for the Commonwealth of Massachusetts. Member Dundas then reviewed the schedule of upcoming meetings for which he serves as liaison.

Vice Chair Areson announced her office hours this Friday at 12 pm at the Truro Library. Vice Chair Areson said that there was a Blessing of the Land at the Highland House Museum where members of the Wampanoag Nation, students from Truro Central School, and other volunteers are building a wetu with a dedication scheduled for June 3, 2023. The Local Comprehensive Plan Committee is busy and will host a public meeting on June 24, 2023, to gather input from the public.

Chair Reed thanked the voters and volunteers for their participation in yesterday's election. Chair Reed said that she had met with State Senator Julian Cyr today discussing several issues to include Provincetown's need for a new DPW facility but does not have the land to build one. As the current cost of building Truro's new DPW facility is increasing, State Senator Cyr suggested to Chair Reed that the Town staff may want to engage with their Provincetown counterparts to see if Provincetown would be interested in a regional DPW facility. Chair Reed thanked the Members for her support as Select Board Chair.

### **TOWN MANAGER REPORT**

Town Manager Tangeman announced that there are provisional ballots which still need to be validated for the election result ending in a tie. Town Manager Tangeman noted that things could change, and he will announce when those votes will be validated and counted.

Town Manager Tangeman provided an update on the nationwide litigation related to opioid harm liability. When these bankruptcy cases are settled, Town Manager Tangeman noted that they may impact opioid funding to the Town.

Town Manager Tangeman announced that he and Assistant Town Manager Clark will attend next week's Senior Luncheon and he will be happy to discuss the Council on Aging or any other issues which constituents would like to discuss with him. Town Manager Tangeman will host office hours between 2:30-4 pm this week if anyone wants to make an appointment to meet with him.

Town Manager Tangeman reviewed the agenda for the next Select Board meeting on May 23, 2023.

Chair Reed added the following topics to the agenda: identify the fall Special Town Meeting date, Truro dune shacks, and a public hearing request for a special election requested by a constituent (which may or may not be on the agenda depending on the final validated and counted votes as previously noted by Town Manager Tangeman).

## Consent Agenda Item: 8C

Vice Chair Areson also noted that DPW Director Cabral had requested to be added to the next meeting's agenda regarding the proposed DPW facility. Vice Chair Areson said that the discussion should include: the possible site locations, the costs associated with the project, and the items which may be eliminated due to costs associated with the project. Vice Chair Areson added that a regional DPW may be a great opportunity.

Member Weinstein added that as people are considering a Saturday Fall Town Meeting date an earlier start time such as 10 am should be considered. Member Weinstein noted that it may result in a higher turnout than a Saturday evening. Assistant Town Manager Clark will ask constituents what time they prefer for a Saturday meeting on social media and Alert Truro. Assistant Town Manager Clark will provide the results to the Members.

**Member Dundas made a motion to adjourn at 6:47 pm.**

**Member Weinstein seconded the motion.**

**Roll Call Vote:**

**Vice Chair Weinstein – Aye**

**Member Dundas - Aye**

**Member Areson - Aye**

**Member Rein - Aye**

**Chair Reed – Aye**

**So voted, 5-0-0, motion carries.**

Respectfully submitted,



Alexander O. Powers

Board/Committee/Commission Support Staff

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Darrin K. Tangeman Under the Authority of the Truro Select Board

### Public Records Material Attachments

Legal Notice

Petition

Form of Order

Plan

Public Hearing Advertisement

Certified Abutters List

Proposed Site Layout

Proposed Architectural Improvements (Walsh Way)

Proposed Architectural Improvements (127 S. Pamet)

Current (FY23) Liaison Assignments

Select Board Liaison Policy (Policy Memorandum #34)

Rules and Regulations for Truro Recreation Program Eligibility for Taxpayers, Residents, and Visitors

Truro Summer Recreation Youth Program Proposed Fees – 2023  
Contract  
Condominium Application  
Release of Covenant  
Declaration of Trust  
Master Deed  
Provincetown Water Department Report  
Application for Entertainment License – Truro Farmer’s Market  
Application for Entertainment License – Payomet Performing Arts Center  
Weekday/Saturday Performance Dates/Times – Payomet Performing Arts Center  
Commonwealth of Massachusetts Public Entertainment Application – Payomet Performing Arts Center  
Sunday Performance Dates/Times – Payomet Performing Arts Center  
Certificate of Exemption - Payomet Performing Arts Center  
Determination Letter  
Determination Signature Page  
Application to Serve – Elizabeth Sturdy  
Application to Serve – Noelle Scoullar  
Renewal Application for 2023: Terra Luna Restaurant  
Renewal Application for 2023: Blackfish Restaurant  
Renewal Application for 2023: Lewis Brothers’ Ice Cream